



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

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

1. **November 14, 2024, Village Council Regular Meeting Minutes:** Motion for the

approval of the November 14, 2024, Village Council Regular Meeting.
Staff: Kimberly Wynn, Village Clerk

2. **Stipulated Settlement Agreement with Congress Pointe Inc. and Palm Beach Toro, Inc., as the property owner and corporate owner/ operator of El Torito Sports Pub & Cantina:** Motion to approve a Stipulated Agreement with Congress Pointe Inc. and Palm Beach Toro, Inc. for El Torito Sports Pub & Cantina.
Staff: Christy Goddeau, Village Attorney, Michael Bornstein, Village Manager
3. **Resolution No. 2024-73 - Work Authorization No. 3 (TO No. 361) - Dolan Road Gateway and Stormwater Improvements Project Phase I (FY 2025 Stormwater - Improvement Other than Buildings) - Baxter & Woodman, Inc.:** Motion for the approval of Work Authorization No. 3 with Baxter & Woodman, Inc. for \$149,991.00 for design phase services of Dolan Road Gateway and Stormwater Improvements Project Phase 1. Funding is available from Account Number 42338-56300 (Stormwater - Improvement Other than Buildings).
Staff: Felipe Lofaso, Public Works Director, Timothy Crespo, Assistant Public Works Director
4. **Resolution No. 2024-67 - Contract Award - Greenbrier Drive Gateway Project (TO No. 315) - Creative Contracting Group - Public Works Department (FY 2025 Public Works - ARPA Funded):** Motion for the approval of Resolution No. 2024-67 to enter into an Agreement with Creative Contracting Group as the lowest, most responsible and responsive bidder (ITB No. 2025B-002 - Greenbrier Drive Gateway Project [TO No. 315]) at a cost not to exceed \$1,059,900.00 for the construction of the Greenbrier Drive and Congress Avenue Gateway Entrance. Funding for this project is available from Account Number 01441-56300 and ARPA funds (Public Works-Improvement Other than Buildings).
Staff: Felipe Lofaso, Public Works Director, Timothy Crespo, Assistant Public Works Director
5. **Resolution No. 2024-74 - Piggyback Agreement with Ranger Construction Industries for the Milling and Resurfacing Continuing Services Construction Contract PBC No. 2024050:** Motion to approve entering into a Piggyback Agreement with Ranger Construction Industries utilizing the Palm Beach County Engineering and Public Works Agreement Contract No. 2024050 - Milling and Resurfacing Continuing Services Construction. Funding is available from Account Number 01441-55300.
Staff: Felipe Lofaso, Public Works Director, Timothy Crespo, Assistant Public Works Director
6. **Resolution No. 2024-68 - Agreement - 2nd Avenue North Area Stormwater Improvements Project - Public Works Department (FY 2025 Stormwater Fund) - Foster Marine Contractors, Inc.:** Motion for the approval of Resolution No. 2024-68 to enter into an Agreement with Foster Marine Contractors, Inc. for an

amount not to exceed \$3,999,194.20 for the construction of the 2nd Avenue North Area Stormwater Improvements Project [TO No. 311]. Funding for this project is available from Account Number 42338-56300 (Stormwater - Improvement Other Than Buildings).

Staff: Felipe Lofaso, Public Works Director, Timothy Crespo, Assistant Public Works Director

7. **Resolution No. 2024-75 - Agreement - Replacement of the Storefront Doors at Village Hall - FY 25 Public Works - ShutterUp Windows and Doors, Inc.:** Motion to approve an Agreement with ShutterUp Windows and Doors, Inc. for \$41,108.97 for the replacement of three (3) sets of storefront doors at Village Hall used continually. Funding is available from Account Number 01441-56200.
Staff: Felipe Lofaso, Public Works Director, Timothy Crespo, Assistant Public Works Director
8. **Authorize Emergency Repair - Gravity Sewer Main Repair Crethaven Boulevard - Utilities (FY 2025 Budget - Water & Sewer Enterprise Fund) - Hinterland Group, LLC:** Motion to approve an emergency repair on the Village's 8" gravity sewer along Crethaven Boulevard. Hinterland Group, Inc. was hired for repairs and cleanup, costing \$47,072.48. Funding to support the emergency purchase is available from the FY 25 Budget - Water & Sewer Enterprise Fund.
Staff: Paul Ward, Assistant Director of Utilities, Jimmie Johnson, Utilities Director
9. **Resolution No. 2024-62 Work Authorization No. SAK-U05 Trenchless Rehabilitation Services (Sewer Lining) (FY 2025 Budget Funded - Water & Sewer Enterprise Fund) - SAK Construction, LLC.** Motion to approve Work Authorization No. SAK-U05 with SAK Construction, LLC for \$276,606.00 for sewer lining and utility hole rehabilitation for the Village's utility system. Funding to support purchases under this proposed agreement is available within the FY 2025 Budget - Water & Sewer Enterprise Fund.
Staff: Paul Ward, Assistant Director of Utilities
10. **Resolution No. 2024-72 Equipment Purchase - Cooperative Purchase - Generac Power Systems, Inc. - Utilities Department (FY 2025 Budget Funded):** Motion to approve Resolution No. 2024-72 to approve a Cooperative Agreement Purchase utilizing the Sourcwell that was completed through a competitive selection process (RFP No. 092222 – Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services - August 4, 2022) to purchase two (2) portable generators for \$116,477.83 from Genset Services, Inc. (local distributor Generac Power Systems, Inc.). Funds to support this proposed purchase are available within the FY 2025 Budget - Water & Sewer Enterprise Fund.
Staff: Paul Ward, Assistant Director of Utilities
11. **Resolution No. 2024-77 - RL Pratt Water Treatment Plant SCADA System**

Improvements Project Award (Task Order No. 226) - ITB No. 2025B-001 – Utilities Department (FY 2025 Budget Funded – Water & Sewer Enterprise Fund) - Florida Design Contractors, LLC: Motion for the approval of Resolution No. 2024-77 to enter into an agreement with Florida Design Contractors, LLC. for an amount not to exceed \$1,310,180.00 to upgrade the current SCADA system, computers and software as part of this upgrade to provide for an operational system moving forward with current technology. Funding for the project is available from Account Number 41336-56300 – Water & Sewer Enterprise Fund.
Staff: Paul Ward, Assistant Director of Utilities, Jimmie Johnson, Utilities Director

12. **Resolution No. 2024-76 - Work Authorization No. 1 [BW-U001] - Kirk Road Water Main Relocation Project - Task Order No. 362 -Utilities Department FY 2025 Budget Funded Water & Sewer Enterprise Fund – Agreement between – the Village of Palm Springs, Village and Baxter & Woodman, Inc.:** Motion to approve Work Authorization No. 1 [BW-U001 (Task Order No. 362)] with Baxter & Woodman, Inc. for \$83,870.00 for professional engineering services associated with the Kirk Road Water Main Relocation Project. Funding is available from FY 2025 Budget - Water & Sewer Enterprise Fund.
Staff: Paul Ward, Assistant Director of Utilities, Jimmie Johnson, Utilities Director

13. **First Amendment to the Agreement - Flock Safety Flowdown Government Agency Terms - Police Department:** Motion to approve First Amendment to the Flock Safety Flowdown Government Agency Terms Agreement for license plate reader equipment and services that commences on July 16, 2024, and expires on July 15, 2026, as a two-year term. In conjunction with the installation of the final cameras and the full use of all equipment, the new term dates will coincide.
Staff: Thomas Ceccarelli, Police Chief

14. **Police Benevolent Association (PBA) Tentative Agreement (TA) - Reopener:** Motion to approve a Tentative Agreement (TA) with the PBA for a re-opener. Contingent upon approval, the PBA Collective Bargaining Agreement is effective as of October 1, 2024. The impacts related to the proposed salary increases have been included within the approved FY 2025 Budget - General Fund.
Staff: Ashley Saingilus, Human Resources Director

End of Consent Agenda....

Motion	Second	Vote
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PRESENTATIONS

PUBLIC COMMENT (Three-minute limit)

PUBLIC HEARINGS

15. **[Second Reading] Ordinance No. 2024-09 - Chapter 10 – Building and Building Regulations Article II – Florida Building Code and Chapter 34 – Land Development Article II Floodplain Management** - Motion to approve Ordinance No. 2024-09, amending Chapter 10 - Building Regulations and Chapter 34 - Land Development to incorporate the latest Flood Insurance Study and Rate Maps for Palm Beach County, finalized by FEMA, to meet National Flood Insurance Program (NIFP) requirements.

Staff: Iramis Cabrera, PZB Director, Peter Ringle

Motion	Second	Vote
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16. **[Quasi-Judicial Hearing] Resolution No. 2024-69 - Special Exception Use (PSSE24-03) and Site Development Plan Amendment (SPR24-06) - Big Hope PPEC, Inc. Foundation:** Motion to approve Resolution No. 2024-69 for an application submitted by Ms. Esther L Gordon Marquez, agent for the tenant, Big Hope PPEC, Inc. Foundation (Applicant), for a Site Plan Amendment (SPR-24-06) and concurrently requesting a Special Exception Use (PSSE24-03) to allow the conversion of a 2,100 square feet medical office into a child care facility located at 3230 Lake Worth Road.

Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote
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17. **Resolution No. 2024-70 - Abandonment of a Portion of Reo Lane Right-of-Way:** Motion to approve Resolution No. 2024-70 for the abandonment of a portion of Reo Lane right-of-way to facilitate the development of the property with the construction of twenty-four (24) residential dwelling units on an assemblage of three vacant parcels located on the west-south end of Reo Lane.

Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote
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18. **[Quasi-Judicial Hearing] Resolution No. 2024-71 - Planned Unit Development Site Plan - San Jose Palm Springs - 2961 Reo Lane:** Motion to approve Resolution No. 2024-71; an application submitted by Mr. Corey O'Gorman, Agent for the Property Owner, 2961 Reo LLC, Hector Sardina & San Martín Homes, LLC, for a Planned Unit Development Site Plan (SPR24-07) with six (6) waivers, for the construction of twenty-four (24) residential dwelling units intended to operate as a rental community on a 1.83 gross acre parcel at 2961 & 2971 Reo Lane.

Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote
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ACTIONS AND REPORTS

VILLAGE MANAGER COMMENTS

VILLAGE COUNCIL COMMENTS

ADJOURNMENT

**NEXT MEETING
THURSDAY, JANUARY 9, 2025,
AT 6:30 PM OR IMMEDIATELY FOLLOWING THE CRA MEETING**

Village of Palm Springs

Title VI/Nondiscrimination Policy

I. Policy Statement:

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

II. Persons with Disabilities:

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

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

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

Name: Ashley Saingilus, Human Resources Director
Address: 226 Cypress Lane, Palm Springs, FL 33461
Email: asaingilus@vpsfl.org
Phone: (561) 584-8200 Ext. 8421

III. Complaint Procedures:

The Village has established a discrimination complaint procedure and will take prompt and reasonable action to investigate and eliminate discrimination when found. Any person who believes that he or she has been subjected to discrimination based upon race, color, national origin, sex, religion, age, disability or family status in any Village program, service or activity may file a complaint with the Village Title VI/Nondiscrimination Coordinator:

Name: Janette Piedra, Human Resources Manager
Address: 226 Cypress Lane, Palm Springs, FL 33461
Email: jpiedra@vpsfl.org
Phone: (561) 584-8200 Ext. 8422



**COUNCIL MEETING MINUTES
VILLAGE HALL - COUNCIL CHAMBERS
226 CYPRESS LANE • PALM SPRINGS, FLORIDA
NOVEMBER 14, 2024 AT 6:30 p.m.**

CALL TO ORDER

Mayor Bev Smith called the Village Council Meeting to order at 6:31 p.m. (Immediately following the CRA Meeting)

ROLL CALL

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

Also present are Village Manager Michael Bornstein, Village Attorney Christie Goddeau, Village Clerk Kimberly Wynn, Police Chief Thomas Ceccarelli as Sergeant in Arms, Assistant Village Manager Kim Glas Castro, Planning, Zoning and Building Director Iramis Cabrera, Building Official Peter Ringle, Police Officer Frank Castro, Parks and Recreation Director Juan Ruiz, Police Officer John Gee, Assistant Director of Public Works Tim Crespo, Director of Utilities Jimmy Johnson, Director of Public Works Felipe Lofaso, Planning, Zoning and Building Tech II Ana G. Cadahia, and Finance Director Mara Frederiksen

INVOCATION

The Village Manager, Mr. Bornstein led the invocation.

PLEDGE OF ALLEGIANCE

The Village Council led in the Pledge of Allegiance.

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

Village Manager Bornstein requested that Item #6 (Police Benevolent Association Tentative Agreement - Reopener be removed. He also requested that Item# 24 (First Reading) Ordinance No. 2024-09 - Chapter 10 - Building and Building Regulations Article II - FBC and Chapter 34 Chapter 34 Land Development Article II Floodplain Management, be moved to Item # 21.A. under Public Hearings.

Council Member Brinkman made a motion to approve the amended agenda, seconded by Mayor Pro Tem Schmitz. The said motion carried 5-0.

CONSENT AGENDA

1. **Approval of the October 10, 2024, Village Council Regular Meeting Minutes:**
Motion for the approval of the October 10, 2024, Village Council Regular Meeting Minutes.
Staff: Jane Worth, Deputy Village Clerk

2. **Appointment to the Library Advisory Board:** Motion for the approval of Regular Member Robin Hughes' reappointment to the Library Advisory Board for a three-year term ending on May 14, 2027.

Staff: Kimberly Wynn, Village Clerk

SUMMARY: Ms. Robin Hughes has expressed her interest in continuing to serve as a Regular Member and Chair of the Library Advisory Board. She has been an asset to the Board, and her appointment will be for a three-year term until May 14, 2027.

Note: Ms. Hughes' appointment expired on May 14, 2024; however, due to a clerical error, her reappointment to the Library Board was overlooked.

Fiscal Impact: No fiscal impact on the Village.

3. **Approve Assignment Agreement - Assignment of Village Funds from the Opioid Litigation Settlements to Palm Beach County:** Motion to approve an Agreement to transfer or assign the Village's share of opioid settlement funds for \$160,674.78 to provide abatement programs and activities.

Staff: Kimberly Glas-Castro, Assistant Village Manager

SUMMARY: Staff recommends that the Village transfer or assign its share of opioid settlement funds to Palm Beach County, which has more resources to provide abatement programs and activities.

In 2021, the Village joined with the State of Florida and other cities and counties as a non-litigating participant in the Florida Memorandum of Understanding, which provides a framework of a unified plan for the distribution and use of opioid settlement funds. The Florida Opioid Allocation and Statewide Response Agreement outlines eligible programs and activities for using the opioid settlement funds and the allocation to distribute to each government participant.

The village staff has determined that it cannot effectively undertake an eligible program/activity that will abate the opioid epidemic and that its residents would be better served through the strategies and initiatives outlined in the Behavioral Health and Substance Use Disorder Plan 2024 and implemented by the County and its partners.

The total settlement amount for the Village is \$160,674.78 over eighteen years. The Village was scheduled to receive distribution amounts totaling \$23,356.92, but the State has not remitted the funds to the Village. If approved, the previous distributions and all future funds will be transferred to Palm Beach County.

Note: The Village had entered into an Interlocal agreement in March 2022 to support Palm Beach County being defined as a Qualified County and receiving and administering regional funds for the abatement of the effects of the opioid epidemic.

Fiscal Impact: The proposed transfer of the opioid settlement funds to the County does not have a fiscal impact because the Village has not determined an eligible activity for use of the funds. Opioid abatement programs and activities are provided by the County on a countywide basis.

4. **Resolution No. 2024-64 Budget Amendment:** Motion for the approval of Resolution No. 2024- 64 to amend FY 24-25 Budget for the appropriation of the Village's necessary operating expenses from the Police Department to the Planning, Building and Zoning department and an appropriation of \$500,000 utilizing a fund balance from the water and sewer fund to create a contingency account and create a GIS position during the fiscal year beginning October 1, 2024, and ending September 30, 2025. Amend the Stormwater fund to reallocate transfers from ARPA funds in the amount of \$894,094 to the Public Works Department in the General Fund.

Staff: Mara Frederiksen, Finance Director

SUMMARY: The staff has requested that the Village Council consider a \$452,538 General Fund Budget transfer from the Police Department to Planning, Zoning & Building and an appropriation of \$500,000 utilizing a fund balance from the Water and Sewer fund to create a contingency account and create a GIS position. The budget transfer would organizationally and financially move the funding sources from Police to Planning, Zoning, and Building for the Code Enforcement Department made up of five (5) full-time employees and one part-time employee.

Additionally, the budget transfer creates a contingency fund for the Water and Sewer fund utilizing the appropriated fund balance to support operational business practices. From the contingency amount, utilities will be funding a GIS position that was previously appropriated in the IT department.

Lastly, the budget transfer re-allocates ARPA funds from Stormwater to the General Fund.

If approved, the proposed budget transfer would amend the following department budgets based on actual and estimated cost projections for the remainder of the fiscal year.

- * PZB - Increase \$452,538
- * Police Department - Decrease \$452,538
- * Public Works - Increase \$894,094
- * Water and Sewer - Increase fund by \$500,000 utilizing fund balance
- * Stormwater- Decrease ARPA Transfer by \$894,094

Fiscal Impact: The overall fiscal impact is a decrease in the Stormwater Fund in the amount of \$894,094, an increase in the Water Sewer Fund by \$500,000.00, and an increase in the General Fund Public Works Dept by \$894,094. Additionally, a transfer from Public Safety to PZB in the amount of \$452,538.

5. **Service Employees International Union/Florida Public Services Union (SEIU/FPSU) Agreement - Full Contract (TA):** Motion to approve a Tentative Agreement (TA) with SEIU for a three-year agreement that is effective from October 1, 2024 – September 30, 2027. The impacts related to the proposed salary increases have been included within the approved FY 2025 Budget - General Fund.

Staff: Ashley Saingilus, Human Resources Director

SUMMARY: The Village and SEIU have negotiated a Tentative Agreement (TA) for a new three (3) year agreement beginning October 1, 2024, and expiring September 30, 2027.

This year, the Village completed a review of its pay plan to ensure it is competitive in the market for starting salaries. The updated pay plan will bring all employees under the new minimum. All employees will receive a 3% raise effective October 1, 2024. Market adjustments and Across the Board increases will be retroactive to October 1, 2024.

Note: For FY 2025, employees who have "topped out" will be eligible for a 2% merit increase in the event they pass their annual evaluation.

SEIU members voted on the proposed contract on Friday, October 18, 2024. The results of the vote were 58-0. The contract will go into effect on October 1, 2024, upon Council approval.

Fiscal Impact: The impacts related to the proposed salary increases have been included within the approved FY 2025 Budget - General Fund.

6. **(REMOVED) Police Benevolent Association (PBA) Tentative Agreement (TA) - Reopener** Motion to approve a Tentative Agreement (TA) with the PBA for a re-opener. Contingent upon approval, the PBA Collective Bargaining Agreement is effective as of October 1, 2024. The impacts related to the proposed salary increases have been included within the approved FY 2025 Budget - General Fund.

Staff: Ashley Saingilus, Human Resources Director

Summary: The Village Council is requested to approve the proposed (PBA) Collective Bargaining Reopener with an effective date of October 1, 2024

This year, the Village conducted a review of neighboring Police Departments' starting salaries for Police Officers. This was completed to determine where the Village stood in the market compared to other agencies. The goal is for the Village to be competitive when hiring and retaining police officers. A review of the data confirmed the Village was the lowest in the market. Therefore, the starting pay has been increased from \$60,021 to \$70,019, which places the Village in a competitive position. Additionally, an increase to the salaries of all current Police Officers, Lieutenant, and Sergeants will be effective on October 1, 2024 (the first

full pay period) and will be implemented after approval by the Council.

The Articles with significant changes from the previous contract are:

- Article 41
- Appendix "C" Salaries

Note: There will be no merit increases for FY 2025.

PBA members will vote on the proposed contract on a date to be determined. If the vote passes, the contract will go into effect on October 1, 2024.

Fiscal Impact: The impacts related to the proposed salary increases have been included within the approved FY 2025 Budget - General Fund.

7. **Resolution No. 2024-46 - FY 25 Budget Transfer from Fund Balance - Finance Department:** Motion to approve Resolution No. 2024-46 for a budget transfer of \$55,000 from the fund balance to carry forward unspent land acquisition costs in the Lake Worth Road District of the Palm Springs Community Redevelopment Agency and amend CRA Land Acquisition amounts with a repayable loan for \$1,437,068 from General Fund.

Staff: Mara Frederiksen, Finance Director

SUMMARY: The staff has requested that the Village Council consider a \$55,000 transfer from the Fund Balance of Community Redevelopment Agency (CRA) and increasing the CRA land funds through a reimbursable loan from General Fund to Lake Worth CRA to \$2,300,000 (an increase of \$1,437,068).

If approved, the proposed budget transfer would amend the Lake Worth (LW) Road district's budget based on actual and estimated cost projections for the remainder of the fiscal year.

- Increase use of LW CRA Fund Balance \$55,000
- Increase LW CRA Land by \$1,092,068
- Increase LW CRA Improvements Other than Buildings \$400,000
- Increase Transfer from General fund to CRA \$1,437,068
- Increase General Fund Transfer to CRA \$1,437,068
- Increase General Fund Appropriated Fund Balance \$1,437,068

After the transfer, the appropriated fund balance will move from \$787,329 to \$842,329. It will also increase the LW CRA Land Amt to \$1,900,000 and LW CRA Improvements to \$440,000.

Fiscal Impact: Appropriate \$55,000 of unused fund balance to cover Land Acquisition in the Lake Worth Road District Community Redevelopment Area. Additionally, transfer funding from the General Fund in the amount of \$1,437,068 to cover Land Acquisition and Building Improvements for the 2nd Avenue N

property.

8. **Resolution No. 2024-53 - Design Build Agreement and One (1) LED Message Board Sign - (FY25 - Public Works - ARPA Funded) KENCO Signs & Awning, LLC:** Motion for the approval of Resolution No. 2024-53 to accept the recommendation of the Employee Selection Committee of KENCO Signs and Awning for the design, construction, and installation of new LED monument signs at key entry points over the next three years. As part of the FY25 Budget Approval, Capital Improvement Project Plan, \$450,000 was adopted for all five signs over the life of the three-year project. \$100,000 was approved for FY25 (ARPA - Funded - Account Number 01441-56300).

Staff: Felipe Lofaso, Public Works Director

SUMMARY: The Village is enhancing wayfinding signage, with updated entryway marquee monument signs being a significant part of this initiative. On July 15, 2024, the Village accepted proposals from several vendors to design, construct, and install five new LED monument signs at key entry points over the next three years.

The selection committee convened on August 21, 2024, to review ten submitted proposals and short-list three top-ranking vendors. On September 18, 2024, staff members met with the short-listed firms, who presented their designs. After the presentations, staff reviewed a scoring matrix and ranked the firms accordingly.

The committee ultimately selected KENCO Signs and Awning and recommended awarding them the contract. Staff will negotiate pricing with the vendor for each monument sign over the three-year contract period. The project was adopted as part of the Village's Capital Improvement Program, and approval of the work for Years 2 and 3 is contingent upon the Council's annual approval of the appropriations. For Fiscal Year 2025, the Council approved a budget of \$100,000 for the installation of the first sign at the Davis Road entrance to Village Hall, funded by the American Rescue Plan Act Fund.

Fiscal Impact: A three-year contract with KENCO Signs and Awning will be negotiated, with pricing for each sign to be determined. The Council has approved a budget of \$450,000 for the contract duration pending annual budget appropriations, with the FY25 allocation of \$100,000 for the first sign (ARPA Funded, Account Number 01441-56300).

9. **Authorize Extension & Renewal of Utility Billing Printing Services Contract - Utilities Departments (FY 2025 Budget Funded - Water & Sewer Enterprise Fund) - ENCO Utility Services Florida, LLC:** Motion for the approval to renew an agreement with ENCO Utility Service Florida LLC, using a piggyback with the City of Milton, Florida (RFP #2017.10.014 - Utility Billing Services). The proposed agreement would expire on April 1, 2025, and is automatically renewed for successive one (1) year periods. Funds to support this proposed service are available within the FY 2025 Budget -

Water & Sewer Enterprise Fund.

Staff: Jimmy Johnson, Utilities Director

SUMMARY: The Utilities department needs bill printing and mailing services. These services allow the Utilities department to send utility bills, alerts, and notifications to customers regularly.

For the lowest possible price, the staff recommends that the Village piggyback the City of Milton contract awarded to Municode, which was later assumed by ENCO Utility Service Florida LLC, completed through a competitive selection process - Utility Billing Services (RFP #2017.10.014).

If approved, the Village would accept ENCO Utility Service Florida LLC's pricing by piggybacking the City of Milton's contract, including all terms, conditions, and pricing. The proposed agreement would expire on April 1, 2025, and is automatically renewed for successive one (1) year periods unless terminated by either party with written notice not less than one hundred twenty (120) calendar days prior to the expiration of the term in effect. The Village will only expend the amount in the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

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

The Village Attorney prepared the proposed agreement, and the Utilities Director, Assistant Utilities Director, and Finance Director reviewed it.

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

Fiscal Impact: Funds to support this proposed service are available within the FY 2025 Budget - Water & Sewer Enterprise Fund.

10. **Resolution No. 2024-63 Equipment Purchase - Cooperative Purchase - Xylem - Utilities Department (FY 2025 Budget Funded):** Motion to approve Resolution No. 2024-63 for a Cooperative Agreement with the Sheriff's Association & Florida Association of Counties Office that was completed through a competitive selection process (FSA23-EQU 21.0 – Equipment – October 1, 2023) to purchase four (4) portable Dri-Prime pumps for \$261,147.40 from Xylem. Funds to support this proposed purchase are available within the FY 2025 Budget - Water & Sewer Enterprise Fund.

Staff: Paul Ward, Assistant Director of Utilities

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

Within the FY 2025 Budget, the Village Council approved the purchase of four (4) portable Dri-Prime pumps for \$300,000.00. The Utilities Department has obtained a quote from Xylem Dewatering Solutions, Inc. for \$261,147.40 utilizing the Sheriff's Association & Florida Association of Counties' cooperative purchasing contract.

If approved, the Village would accept Xylem's pricing by utilizing the Sheriff's Association & Florida Association of Counties' cooperative purchasing contract, including all terms, conditions, and pricing. The term of the contract will expire on September 30, 2026.

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

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

Fiscal Impact: Funds to support this proposed equipment purchase are available within the FY 2025 Budget - Water & Sewer Enterprise Fund.

11. **Resolution No. 2024-58 - Work Authorization No. 01 with WGI, Inc. for the architectural phase design services and construction management services for the Village Hall 2nd Floor Flex Space Buildout:** Approve Work Authorization No. 01 with WGI, Inc., for architectural phase design services and construction management services. Funding from account number 01119-56200 to support Work Authorization No. 1, not to exceed \$49,400.00.

Staff: Felipe Lofaso, Public Works Director

SUMMARY: The Village has identified the necessity for additional office space to support the continuous growth of staff at Village Hall. To meet both current and future space needs, the available

Flex Space on the second floor has been designated for this purpose, taking a long-term planning approach. The Village has contracted WGI, Inc. under the Continuing Services Contract 2024R-001 to oversee the architectural design and construction management for this project. A proposed Work Authorization No. 01 is being submitted, with the total cost not to exceed \$49,400.00.

Fiscal Impact: Work Authorization No. 01 with WGI, Inc. is being funded from account number 01119-56200 (Task Order #364) at a cost not to exceed \$49,400.00.

12. Resolution No. 2024-60 Acceptance of a Grant Agreement - Parks & Recreation Department - Florida Department of Environmental Protection: Motion for the approval of a Grant Agreement with Florida Communities Trust, a Division of the Florida Department of Environmental Protection, for \$854,000 to reimburse the Village for the costs associated with the acquisition of the property located at 275 Alameda Drive.

Staff: Juan Ruiz, Director of Parks and Recreation

SUMMARY: The staff requests the Village Council to accept a grant agreement for \$854,000 from the Florida Department of Environmental Protection's Florida Communities Trust program that would reimburse the Village for the costs associated with acquiring the former First Presbyterian Church property. In exchange for the grant funding, the Village commits to redeveloping the property to meet the requirements of the grant and agrees to maintain the land as public park space. This acquisition is a critical component of the Village Commons Park redevelopment project, which will enhance recreational opportunities and community connectivity.

The Village Commons Park redevelopment project is a significant initiative designed to create a vibrant public space for residents and visitors. The property improvements specific to this grant agreement would include several amenities, such as:

1. A playground to engage children and families.
2. An outdoor picnic pavilion to support community gatherings and events.
3. A water feature to enhance the park's aesthetics and attract visitors.
4. Public seating areas provide relaxing spaces for all users.
5. Connectivity to the existing park-to-park connector trail along the eastern edge of Village Park will improve access and encourage non-motorized transportation.

The property at 275 Alameda Drive is a key piece of land essential to expanding the park and integrating these new amenities. The \$854,000 grant from the Florida Communities Trust will significantly reduce the financial burden on the Village for the acquisition.

Benefits of Accepting the Grant:

1. Financial Relief: The grant reduces acquisition costs, allowing the Village to reallocate funds to other essential areas of the redevelopment
2. Community Enhancement: Acquiring this property will expand the park and create valuable recreational spaces that promote health, wellness, and social interaction
3. Improved Connectivity: Integrating this property with the park-to-park connector project enhances pedestrian and bicycle mobility across the Village
4. Environmental and Aesthetic Impact: The water features and greenspace will beautify the area and foster environmental stewardship.

The staff recommends that the Village Council accept the \$854,000 Florida Communities Trust grant funding. This commitment aligns with the Village's strategic goals to enhance public spaces, foster community engagement, and improve environmental sustainability. This project will serve as a long-term asset, benefiting residents and visitors for years to come.

Fiscal Impact: The Grant Agreement for \$854,000 from the Florida Department of Environmental Protection's Florida Communities Trust program reimburses the Village for costs associated with acquiring the former First Presbyterian Church property at 275 Alameda Drive.

13. **Resolution No. 2024-61 Award RFQ No. 2024R-003 – Design-Build Services for Village Commons Park - Parks and Recreation Department - Clear Span Structures, LLC:** Motion for the approval of Resolution No. 2024-61 to award RFQ No. 2024R-003, to Clear Span Structures, LLC, for design build services for the development of the Village Commons Park. This project will enhance the community's recreational facilities by introducing potentially new structures, such as an outdoor event performance space, a gymnasium, picnic and playground amenities, and landscaping to promote outdoor activities, events, and community gatherings. Funding will be available from the FY25 General Fund - Parks and Recreation Department.

Staff: Juan Ruiz, Director of Parks and Recreation

SUMMARY: In response to RFQ #2024R-003, the Village issued a request for qualifications seeking design-build services for the development of the Village Commons Park. This project will enhance the community's recreational facilities by introducing potentially new structures, such as an outdoor event performance space, a gymnasium, picnic and playground amenities, and landscaping to promote outdoor activities, events, and community gatherings.

Following a competitive evaluation process, Clear Span Structures, LLC was selected based on their qualifications, design approach, and relevant experience in park development projects. Clear Span, LLC. has demonstrated the capability

to meet the Village's objectives while ensuring compliance with project timelines and budget constraints.

The Village received two proposals in response to the RFQ. A committee comprised of Village staff from multiple departments evaluated the submissions based on criteria such as:

Evidence of capability, experience and skill to perform the scope of work

- Evidence of successful past performance for similar projects
- Project understanding and approach
- Completeness and responsiveness of qualifications
- Evidence of adequate personnel to timely perform the project

Clear Span Structures, LLC., scored the highest in all categories and provided a comprehensive design-build solution tailored to the Village's needs.

Key Contract Terms -

The contract with Clear Span Structures, LLC. includes:

- Conceptual design services and pre-construction services. Approval of this agreement allows for the Village Commons Park improvement project to begin the initial conceptual and pre-construction services discussions with the contractor. Conceptual Design and the pre-construction services will be approved via a Task Order issued alongside the Design-Build agreement after staff have received the pre-construction services proposal at a later date.
- Staff envisions that once the Village Council has approved a final conceptual design then the project will move to the construction services phase. This agreement will then be amended. This is true whether the village pursues the construction of the project all at one time or constructing in a phased approach.

Based on Clear Span Structures, LLC., qualifications, past relevant experience and the overall fit with the Village's vision for the Village Commons Park, it is recommended that the Village Council approve the contract with Clear Span Structures, LLC. for design-build services.

The proposed agreement was prepared by the Village Attorney and reviewed by the Parks and Recreation Director, and the Finance Director.

Fiscal Impact: For the purposes of approving this RFQ award #2024R-003 there are no immediate fiscal impacts. Once the Village receives a proposal for pre-construction and design services from the contractor, staff will bring forward a task order and seek Council approval and inclusion in the Village's 6-year Capital Improvement Program.

14. **Resolution No. 2024-56 - Piggyback Agreement - Sago Palm Park Playground Replacement (Task Order No. 365) Parks and Recreation Department (FY 2025 - General Fund):** Motion for the approval of Resolution No. 2024-56 to approve a Piggyback Agreement through Volusia County Schools Contract (Bid No. MTS-906BC - Playgrounds and Related Equipment for \$169,873.69 with Top Line Recreation, Inc. to install a new playground system with a shade structure at Sago Palm Park at 3301 10th Avenue North, Palm Springs. Funding is available from the (FY 2025 Funded - General Fund) Parks and Recreation Account.

Staff: Juan Ruiz, Parks and Recreation Director

SUMMARY: Parks and Recreation are requesting approval of a contract award with Top Line Recreation, Inc. to install a new playground system at Sago Palm Park with a shade structure that will provide a greater play space for participants ages 5 to 12 years of age. This new playground will include play features that provide a fun and challenging play experience that will help children develop overall motor skills, dexterity, and hand-eye coordination; improve flexibility and balance; control their movement; build stronger muscles, and promote emotional and social skill-building.

To ensure the lowest possible price, the staff recommends that the Village piggyback off the current Volusia County Schools Contract awarded to Top Line Recreation, Inc. The selection by Volusia County Schools was completed through a competitive selection process - Playgrounds and Related Equipment (MTS-906BC). Through the Volusia County Schools Contract, Parks and Recreation could obtain a price of \$169,873.69.

Installation of the playground system at Sago Palm Park was included in the FY 2025 Budget (01772-56300) - General Fund in the Capital Improvement Plan. The proposed purchase would consist of slides, climbing features, equipment that improves balance and spatial awareness, safety surfacing and shade elements, which will allow for protection from the Florida sun.

Sago Palm Park is the Village's most sought-after park for birthday parties and family outings. This playground is a key component of Sago Palm Park and will shape the imagination and memories of its users.

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

The Village Attorney prepared the proposed agreement and reviewed it with the Parks and Recreation Director and the Finance Director.

The Village received numerous recommendations for the vendor's excellent service and quality products.

Fiscal Impact: Funding to support this purchase is available within the FY 2025 Budget - General Fund.

Allocated/Estimated Project Funding:

Amount FY 2025 Approved Budget - General Fund - Sago Palm \$175,000 Park Replacement Playground

15. **Approve a Piggyback Agreement with Sheriffs' Association & Florida Association of Counties for the Purchase of Fifteen (15) Police Department Vehicles FY 2025 Budget - General Fund Allocated/Estimated Project Funding:** Motion to approve a piggyback agreement with Sheriffs Association & Florida Association of Counties – Pursuit, Administrative and Other Vehicles (Bid #FSA24-VEH32.0 – October 1, 2024), for \$575,026.80 for fifteen (15) police vehicles to include outfitting the vehicles with emergency equipment and striping as needed. The term of the contract expires on September 30, 2025. Funds to support the purchase of the vehicles are available within Account No. 1229-56400.

Staff: Thomas Ceccarelli, Police Chief

SUMMARY: The Police Department needs to purchase vehicles to support the daily operational policing services and activities provided for our community. Staff recommends the Village piggyback the current Sheriffs Association & Florida Association of Counties contract to ensure the lowest possible price. The Sheriffs' Association & Florida Association of Counties were awarded a contract through a competitive selection process – Pursuit, Administrative, and Other Vehicles (Bid #FSA24- VEH32.0 – October 1, 2024). The term of the contract expires on September 30, 2025. A copy of the Sheriff's Notice of Final Award Pursuit/Administrative vehicles is on file in the Clerk's Office.

Within the FY 2025 budget Account #1229-56400, the Village Council approved \$726,000.00 to purchase police vehicles. The Police Department is requesting to purchase the following:

- Eight (8) 2025 Ford Police Interceptor marked vehicles for \$352,928.00 (\$44,116.00 per vehicle) from Garber Chevrolet
- One (1) 2025 Chevrolet Equinox unmarked vehicle for \$28,363.00 from Garber Chevrolet
- Two (2) 2025 Nissan Altima unmarked vehicles for \$52,965.80 (\$26,482.90 per vehicle) from DeLand Nissan
- Three (3) 2025 Ford Explorer unmarked vehicles for \$112,923.00 (\$37,641.00 per vehicle) from Duval Ford
- One (1) 2025 Ford Maverick unmarked vehicle for \$24,847.00 from Duval Ford

The remaining budgeted funds will be used to outfit the vehicles with emergency equipment and striping as needed.

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

Fiscal Impact: Funds to support this proposed purchase are available within the FY 2025 Budget - General Fund Allocated/Estimated Project Funding: Amount FY 2025 Approved Budget - Vehicles - General Fund \$726,000.00 FY 2025 the total vehicle purchase costs will be \$575,026.80 for the purchase of fifteen (15) vehicles: seven (7) unmarked and eight (8) marked vehicles. 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.

16. **Resolution No. 2024-59 - Axon Taser 10 Purchase:** Motion to approve the purchase from Axon fifty-eight (58) Axon 10's, over five (5) years for the Police Department for \$268,952.20, with an annual payment of \$53,790.44. This has been budgeted in the Police Department's FY 25 budget.

Staff: Thomas Ceccarelli, Police Chief

SUMMARY: The Village of Palm Springs Police Department currently uses the Axon X26 Taser and X26P Taser as its conducted energy weapons. The Village of Palm Springs Police Department is seeking to purchase 58 Axon Taser 10's to replace the current stock of our obsolete X26/X26P Tasers. The X26/X26P Tasers are no longer under warranty and have passed their expected service life. Axon will no longer be providing support or repair service for the X26/X26P Tasers. This purchase includes all the required software for the new Taser 10 and additional instructor training and training equipment to transition from the X26/X26P Tasers to the Taser 10.

Per Purchasing Authority 58-7 Single Source. A single source justification exists because the Taser 10 and services required to satisfy the Village of Palm Springs Police Department needs are only manufactured and available for purchase from Axon Enterprise. Axon is the sole distributor and retailer of all Taser brand products.

Fiscal Impact: The total cost for this purchase is \$268,952.20 which is broken up over 5 years with an annual payment due each year of \$53,790.44. This has been budgeted in the Police Department's FY 25 budget.

17. **Piggyback Agreement - Emergency Vehicle Equipment - FY 2025 General Fund - Police Department Shyft Group Upfit Services Inc./ Strobes-R-Us:** Motion to approve a Piggyback Agreement with Broward County Sheriff's Office contract awarded to the Shyft Group Upfit Services Inc./Strobes-R-Us for \$122,961.68 to purchase emergency vehicle equipment to install on eight (8) 2025 marked patrol vehicles and five (5) 2025 unmarked vehicles. Funding is available in the FY 2025 Budget - General Fund - Vehicles.

Staff: Thomas Ceccarelli, Police Chief

SUMMARY: The Police Department has a need to purchase and install equipment for its newly purchased vehicles to support the public safety services and activities that are provided by our Police Officers. To ensure the lowest possible price, staff is recommending that the Village continues to piggyback off the current Broward County Sheriff's Office contract awarded to Strobes-R-Us.

This selection by the Broward County Sheriff's Office was completed through a competitive selection process – Emergency Equipment for Law Enforcement Vehicles – (RLI #23004AP – June 5th, 2023). Within the FY 2025 budget, the Village Council approved \$726,000 to be used for the purchase of police vehicles. With Council approval, the Police Department will be purchasing fifteen (15) police vehicles: (eight marked police vehicles and seven unmarked vehicles) with the associated graphics and equipment. There is only a need to further outfit thirteen (13) of these vehicles. Through the Broward County Sheriff's Office bid, the Police Department was able to obtain a price of \$122,961.68 to purchase the necessary emergency equipment and lighting to outfit the following thirteen (13) vehicles:

- Eight (8) 2025 marked patrol vehicles are \$99,869.76
- Five (5) 2025 unmarked vehicles are \$23,091.92

If approved, the Village would accept Strobes-R-Us pricing by continuing to piggyback off the Broward County Sheriff's Office Invitation to Bid/RLI #23004AP (Agreement by and between Gregory Tony, as Sheriff of Broward County, Florida and Strobes-R-Us, Inc., for Emergency Equipment for Vehicles for Broward Sheriff's Office) including all terms, conditions, and pricing therein. The term of the contract is set to expire on June 8, 2026.

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

Fiscal Impact: Funds to support this proposed purchase are available within the FY 2025 Budget - General Fund Allocated/Estimated Project Funding: Amount FY 2025 Approved Budget - Vehicles - General Fund

\$726,000 FY 2025. The total vehicle equipment costs will be \$122,961.68 for the purchase of emergency safety/lighting equipment for thirteen (13) vehicles: eight (8) marked and five (5) unmarked vehicles. 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.

End of Consent Agenda....

Mayor Smith offered the public an opportunity to address items on the Consent agenda. There were no comments about the Consent Agenda.

Council Member Ready made a motion to approve the Consent Agenda as presented and Vice Mayor Waller seconded it. The said motion carried 5-0.

PRESENTATIONS

18. **Recognizing World Aids Day Proclamation on December 1, 2024:**
Proclamation recognizing World Aid Day 2024 on December 1, 2024.

Staff: Kimberly Wynn, Village Clerk

Mayor Smith recognized a proclamation in honor of World Aids Day that is advocated by Foundcare. The organization has done a lot in the community in the fight against AIDs. No one is present from the organization to accept the proclamation, so the Village will make sure that they receive it.

PUBLIC COMMENT

Mayor Smith opened the meeting for public comment.

1. Mr. Johnnie Tieche - 305 Winged Foot Drive - Mr. Tieche commented about the heavy traffic on Winged Foot Drive and Tam O' Shanter Drive due to the heavy construction in several areas of the Village. He is thankful for the improvements that are taking place. At this point, Mayor Smith asked if the staff could provide an update on the traffic around the Village.

Mr. Lofaso stated that Davis Road south of 10th Avenue North is now open. There is work (construction) taking place on the side roads of Anders Road and Barbados. The Davis Bridge Project is complete. Greenbrier and Davis Intersection is a work in progress. It should be completed in three weeks. There will be some changes to the landscaping in about a month at the location. The Davis and Alameda Intersection project just started this week. The project is about 30% complete. It should wrap-up within the next couple of weeks. There will be a couple of closures and detours for Springdale and Lillian residents up until Christmas. There will be some short-term inconveniences.

REGULAR AGENDA

19. **Lien Reduction Stipulated Agreement for 3401 2nd Avenue North - Palm Springs CRA - Global Consulting Firm, LLC:** Motion to approve a stipulated agreement with Global Consulting Firm, LLC, contingent upon compliance with the existing code violations on the property located in the Palm Springs CRA District at 3401 2nd Avenue North (by December 31, 2025) to reduce a lien to \$22,000.

Staff: Kimberly Glas-Castro, Assistant Village Manager

SUMMARY: Staff recommends that the Village Council find, upon compliance with the existing code violations on the property located at 3401 2nd Avenue North (by December 31, 2025), that special circumstances warrant a lien reduction to \$22,000.

Section 2-238 of the Village Code allows the Village Manager to administratively approve lien reductions when the sale of the subject property is imminent, and liens encumber the title. The property under consideration for purchase by the Palm Springs CRA would be acquired in its current condition. Because the Village Manager also serves as the CRA Executive Director, it is appropriate for the Village Council, not the Village Manager, to consider a lien reduction.

The property has been subject to code enforcement action, with daily fines continuing to accrue - the estimated code enforcement lien amounts to \$149,000. The proposed agreement stipulates that the CRA has until December 31, 2025, to eliminate code violations by renovating the property. Considering these improvements, the Village Council will reduce the lien to \$22,000.

Note: Paragraph Q of the Purchase and Sale Contract provides that the seller is responsible for closing all liens and fines up to a potential fine reduction of 15% (15% of the current lien is \$22,350).

Staff recommends that the lien should be reduced to promote the redevelopment of the property, provided that the property is first brought into full compliance.

Fiscal Impact: The lien reduction does not have a fiscal impact on the Village and will allow the CRA to purchase the subject property.

The Village Manager states that he recommends reducing the lien on the property at 3401 2nd Avenue North to \$22,000, if code violations are corrected by December 31, 2025. The Village Manager can approve lien reductions when a sale is closed, but since they also serve as the CRA Executive Director, the Council should handle this decision.

The property has ongoing code enforcement issues, and the current lien is about \$149,000 due to daily fines. The CRA plans to fix the property to remove these violations, and reducing the lien will help support redevelopment. According to the

Purchase and Sale Contract, the seller must resolve all liens and fines, and they can reduce fines by up to 15%.

Mayor Smith offered the Council and public an opportunity to speak. There were no comments.

Council Member Brinkman made a motion to approve a stipulated agreement with Global Consulting Firm, LLC, contingent upon compliance with the existing code violations on the property located in the Palm Springs CRA District at 3401 2nd Avenue North (by December 31, 2025) to reduce a lien to \$22,000 and Mayor Pro Tem Schmitz seconded it. The said motion carried.

20. **Resolution No. 2024-66 - Approve Interlocal Agreement (Funding Real Property Acquisition & Improvements) with Palm Springs Community Redevelopment Agency - 3401 2nd Avenue North:** Motion to approve Resolution No. 2024-66 for a contract for purchase of the real property located with the Palm Springs CRA District at 3401 2nd Avenue N, Palm Springs; authorizing the Village Manager to execute all documents necessary to effectuate the purchase of the real property.

Staff: Kimberly Glas-Castro, Assistant Village Manager

SUMMARY: Staff is recommending approval of an Interlocal Agreement between the Village and CRA to fund the purchase of the property located at 3401 2nd Avenue North. The Lake Worth District of the CRA has \$862,932 budgeted in Fiscal Year 2024-2025 for property acquisition. The purchase price, together with the estimated renovation and furnishings costs, total \$2,300,000. The proposed loan agreement provides for a \$1,437,068 loan (a transfer from the Village's unassigned fund balance) with a 20-year repayment plan of a minimum of \$71,853.40 annually.

The increment revenue to the Lake Worth District Trust Fund has grown from \$62,000 in FY21 to \$613,423 in FY25 and is expected to continue to increase as redevelopment occurs. The Village staff is confident that the CRA will make an annual debt payment (at least) of \$71,853.40 and have growing incremental revenues to continue to budget for ongoing programs such as the Catalyst Fund, business incentive grants, and placemaking improvements.

On a 20-year repayment schedule, the loan will be paid off in 2045. The CRA will be sunset on December 3, 2049, unless extended by the Board of County Commissioners.

Note: The Village of Palm Springs may lend properly appropriated municipal funds to the Palm Springs Community Redevelopment Agency pursuant to Part III, Chapter 163, Florida Statutes, for a project declared by the Village to represent

a municipal public purpose. The Village and CRA find that the acquisition of the real property located at 3401 2nd Avenue North will serve a public purpose and fulfill the overall objective to reduce blight and abate nuisance within the Lake Worth Road District.

Fiscal Impact: The loan between the Village and CRA will allow the Lake Worth district's budget to be supplemented to facilitate the purchase. The CRA will prioritize its loan repayment with annual TIF revenues during the budget process.

The Village Manager, Mr. Bornstein, explained that a Village-CRA Interlocal Agreement is recommended to acquire 3401 2nd Avenue North for \$2,300,000, funded by a loan of \$1,437,068 with a 20-year repayment schedule. In FY21, the CRA budgeted \$862,932 for property acquisition, and revenue is expected to rise to \$613,423 in FY25. This acquisition aims to reduce blight in the Lake Worth Road District by paying off the loan by 2045, and the CRA could expire in 2049 unless extended.

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

Council Member Ready made a motion to approve Resolution No. 2024-66 for a contract for the purchase of the real property located with the Palm Springs CRA District at 3401 2nd Avenue N, Palm Springs, authorizing the Village Manager to execute all documents necessary to effectuate the purchase of the real property. Vice Mayor Waller seconded the motion.

PUBLIC HEARINGS

21. **Ordinance No. 2024-06 - Comprehensive Plan Text Amendment - Evaluation and Appraisal Review (EAR) Based Amendments:** Motion to approve Ordinance No. 2024-06 to amend the Comprehensive Plan of the Village of Palm Springs with the 2024 Evaluation and Appraisal Review (EAR) based amendments; providing for recitals, adoption, conflicts, repeal, severability, applicability, transmittal. This item is continued from October 10, 2024, to the Village Council Meeting.

Staff: Iramis Cabrera, Planning, Zoning, and Building Director

SUMMARY: The Planning Consultant, BCLA, facilitated a series of three Joint Workshops (January, April, and June 2023) with the Village Council, Planning & Zoning Board, and the CRA. These meetings resulted in a Vision Document that was finalized in August 2023. This Vision Document included recommendations to update both the Comprehensive Plan and the Land Development Regulations. These recommendations coincided with the Evaluation and Appraisal Review (EAR) of the Comprehensive Plan, due to be transmitted to Florida Commerce by October 2024.

A Joint Workshop was held on May 9, 2024, summarizing the key themes in the new Comprehensive Plan, as well as updates required due to changes in Florida Community Planning laws. The workshop summarized the changes in the Comprehensive Plan and provided a means for the members to share comments before the transmittal hearing. All comments received during the Joint Workshop and since then, have been compiled into a comment matrix. The matrix, included as an attachment to this agenda item, provides a copy of all comments received, and the resulting changes, if any, in the final draft comprehensive plan amendments.

The purpose of today's public hearing is to present the final draft of the Updated Comprehensive Plan and supporting documents to be transmitted to Florida Commerce for their review, specifically – Data, Inventory, and Analysis (DIA); Goals, Objectives, and Policies (GOP); Map Series; and the Comments Matrix.

The consultant received feedback from the Village's Planning and Zoning Board and the public on all documents presented. There was a total of nine (9) Elements, each with supporting data, except the Property Rights Element. The consultants documented comments from the meetings and asked for recommendations from the P&Z Board, Village Council, and the State.

Ordinance No. 2024-06 is presented to the Village Council for the second and final reading.

Fiscal Impact: A Fiscal Impact Statement will be prepared prior to consideration of any comprehensive plan amendments after the October 1, 2024 effective date of Senate Bill 1628.

The Village Clerk, Ms. Wynn, read the advertisement statement in the record. Village Attorney, Mrs. Goddeau, read the title of the caption.

Ms. Bonnie Landry, Consultant with Bonnie Landry Associates, gave an overview of the proposed text amendments report submitted to the state. She stated that the first phase was a visioning process. Workshops were held and well attended to obtain a vision of where we wanted to go. There was also an EAR-Based review to discuss changes in Florida Law over the past several years and desired changes identified in the workshops.

Ms. Landry stated there were no objections to the Village's transmittal to the State, which are required to be addressed before adoption. The Village also did not receive a recommendation from the state, that are meant to make the plan better. There are recommendations which are meant to provide direction from Florida Commerce on methods to satisfy objections. Comments and Technical Assistance are optional and can just strengthen the plan. The Transportation Planning Agency (TPA), Florida Department of Transportation (FDOT), and Florida Commerce had comments to strengthen the plan.

The Regional Planning Council requests the Village change the way the School District is named in the plan to "School District of Palm Beach County." It was not in the current plan. The FLU Element needs to indicate when facilities and services will be required before the Certificate of Occupancy is issued.

Ms. Landry discussed several additional changes recommended by FDOT in an effort to get feedback from the Council about their desire. FDOT requested the Village be a reviewer and partner in the redevelopment review process. They also wanted to establish a policy to coordinate with FDOT for context-sensitive classification. Ms. Landry asked for clarification from the Council if they would permit up to 80% residential space in the College Hospital Overlay (CHO) areas. In the current Code for Mixed-Use, there is a conflict in the ratio of residential areas to the proposed CHO area. The reason is the commercial corridor to promote more development. There was further discussion about CHO and whether it should allow up to 80% residential. The current Code does not allow this because the Comp Plan would trump the zoning, which is an inconsistency. The Council requested a cap of 50% on residential buildings. To do a CHO, the Village must have a mixed-use system, which is non-existent in the Village. Ms. Landry asked for direction if the Council approved not having the CHO, or would they like Mrs. Landry to address the inconsistency.

Council Member Ready asked the Assistant Village Manager, Mrs. Glas-Castro her recommendation on how to proceed.

Assistant Village Manager Glas-Castro answered this is more of a policy-legislative decision, that is whether to proceed with the 50 percent maximum residential use. Staff can proceed based on the Council's decision. Further, she discussed the advantages and disadvantages of the change. The Assistant Village Manager, Mrs. Glas-Castro reiterated the importance of the Council providing direction on the ratio of residential permitted.

Mayor Smith spoke about the need for more jobs as a reason to cap the residential at 50 percent. Mrs. Landry recommended removal of CHO. Mayor Smith and Council Member Ready are in support of removing the overlay. Ms. Landry clarified, if the direction is to leave the language in the Mixed-Use to cap at 50% residential, then remove the CHO. Council member Brinkman has concerns about larger pieces of parcels/ properties' lack of flexibility. An applicant would have to make a text amendment to the Comp Plan for changes. Council Member Brinkman asked if there is a way to allow a greater percentage in the Comprehensive Plan, but in the LDRs, create thresholds if you are under or over a certain size there is more residential and less commercial.

Mrs. Landry stated this is a policy decision if thresholds should be added to the LDRs. Assistant Village Manager Glas-Castro pointed out that the Village is essentially built out, so we do not have many vacant parcels. Village Attorney Goddeau asked The Assistant Village Manager Glas-Castro what the small scale

limitation was, and she stated it was fifty. Mrs. Goddeau stated, from a legal standpoint, if the Council proceeds the way it is recommended, the Board will retain legislative the prerogative if someone comes in with a unique project to revise the comp plan to allow, or to broaden the policy and address it through a Special Exception in the LDRs. Maintain the Legislative Policy over the Comp Plan to keep it stricter but recognize there may be a project that is small scale. It is a less intensive process than if it were a larger scale.

FDOT recommended better organization of the maps, adding language that the Village is coordinating with them on the Vision Zero Plan. They also request this language in the Mobility Plan. Mrs. Landry discussed each of the recommendations from FDOT. Consistent with feedback the Council has received on other local government comprehensive plans, it is recommended that "The Village shall be considered" be added to the beginning of each policy. Most of the recommendations were wordsmithing.

It is also recommended to copy the Florida Statutes and use their verbatim language. Mayor Smith offered the public an opportunity to speak.

Mr. Sam Epstein, representative from Miskel Backman, LLC, 14 SE 4th Street, Boca Raton - Mr. Epstein represents Morguard LLC (4411 South Congress Avenue). He read a statement on the record and gave it to the Village Clerk, then requested that this item be postponed to the next Council meeting because he had concerns.

Mrs. Glas-Castro spoke about Mr. Epstein's concerns. She agreed with some of the information given by Mr. Epstein. Staff can grant their request; however, the referenced annexation agreement is expired. There was discussion about an annexation agreement under the ordinance. It was mentioned the agreement had expired. The applicant had twelve months to implement a site plan that was attached to the agreement. They did not follow through. There is language that Morguard would have to comply with the current Code if not completed. She discussed her concerns of the applicant getting the number of units based on requirements. Council Member Brinkman asked if we put the designation on property. Could it come back as a Small-Scale then go to Mixed-Use later. She talked about her doubts and reiterated the uncertainties. Council Member Ready asked if this was postponed. Would it affect the deadline to make a transmittal to the State? It does not affect it, but there are 180 days to get this to the state. The Council and staff ensued in discussion about options.

The Council is not in favor of changing the plan to accommodate them. Council Member Brinkman stated she was not aware that we were getting rid of the overlay.

Assistant Village Manager Mrs. Glas-Castro clarified if we would amend the ratio

language to revert it to the existing language. Eliminate performance standards. Landscape buffer wall component, which is really an LDR requirement, not a Comp Plan requirement, and remove the CHO. Ms. Landry added that F.A.R. changed, now the number of units is not considered. It is based on how it is calculated.

Council Member Ready made a motion to approve Ordinance No. 2024-06 as amended, and Council Member Brinkman seconded. There was a roll call vote as follows: Vice Mayor Waller - Yes, Mayor Pro Tem Schmitz - Yes, Council Member Brinkman - Yes, Council Member Ready - Yes, Mayor Smith - Yes. The said motion carried 5-0.

22. **(Quasi-Judicial Hearing) Proposed Resolution No. 2024-47 - Hours of Operation Variance (PSV-24-07) - El Torito Sports Pub & Cantina - 4469 South Congress Avenue Suite 107-109:** Motion to consider an application for Hours of Operation Variance (PSV24-07) from Section 14-61 for a three-hour deviation to allow the existing 8,500 s.f. Sports bar to be open until 5:00 a.m., Thursday through Sunday, instead of 7:00 a.m. to 2:00 a.m. This item is continued from October 10, 2024, to the Village Council Meeting.

Staff: Iramis Cabrera, Planning, Zoning, and Building Director

SUMMARY: Mr. Kevin McGinley, agent for Congress Pointe, Inc., is requesting a variance (PSV24- 07) to deviate from Section 14-61, "Hours of Operation of Establishments where served", which specifies that all establishments effectively annexed into the Village limits after September 11, 2014, shall comply with the hours of operation set in this section, which limits the hours of operation in all establishments that serve alcoholic beverages on-premises, from 7:00 a.m. to 2:00 a.m. The applicant requests a three-hour deviation to allow the existing 8,500 sq ft. sports bar to be open until 5:00 a.m., Thursday through Sunday.

Note: The property was annexed into the Village on December 15, 2016, and has been operating as a sports bar with live entertainment and doing business until 5:00 a.m.

Staff have reviewed the application and found the proposed request is inconsistent with the goals, objectives, and policies of the Village's Comprehensive Plan. The staff does not support the applicant's request, finding that Section 34-603(b) "Variance" criteria have not been adequately demonstrated and based on concerns that granting the variances will encounter public interest and may contribute to factors negatively affecting public welfare.

This recommendation is given considering that this business has been creating significant calls for services for the last two years, which indicates that they occurred due to an active nightclub remaining open after 2:00 a.m. Consistent complaints about trespassing, intoxicated people, disturbances, and other incidents are noted in the attached public safety report provided by the Village of Palm Springs Police Department.

The proposed variance may have a detrimental impact on surrounding properties in terms of crime, disturbance, safety, and other potential nuisances. Additionally, the existing extended hours of operations shall not confer any rights or privileges to the applicant to proceed with non-compliance with the Village's code.

Should the Village Council desire to recommend approval of the application, the Staff recommend that said motion be subject to the conditions listed on the Staff Report.

Fiscal Impact: The proposed request is not expected to provide a direct fiscal impact on the Village; however, if approved, it would require various Village services that will result in increased expenditures on the Village.

Mayor Smith asked the Council if there was ex parte communication. There was none. The Village Clerk, Ms. Wynn swore in applicants and the staff.

Ms. Cabrera presented this item. She explained that Congress Pointe, Inc., is represented by Kevin McGinley. He is seeking a variance (PSV24-07) that differs from Section 14-61, "Hours of Operation of Establishments where served." Upon annexation into Village boundaries after September 11, 2014, all establishments were required to adhere to the hours of operation specified in this section, which restricts establishments serving alcohol on-premises to operate between 7:00 a.m. and 2:00 a.m. The applicant requested a three-hour extension to allow the current 8,500-square-foot sports bar to operate until 5:00 a.m., Thursday through Sunday.

In December 2016, it was annexed into the Village and has been operating as a sports bar with live entertainment until 5:00 a.m.

After reviewing the application, staff concluded that the requested changes did not meet the Comprehensive Plan's goals, objectives, and policies. The staff does not endorse the applicant's request, stating that the criteria for a variance in Section 34-603(b) have not occurred and expressing concern that granting these variances may adversely affect the public interest and contribute to potential public welfare concerns.

This recommendation relies on the fact that this establishment has generated numerous service calls over the past two years, suggesting that these incidents stem from an active nightclub operating beyond 2:00 a.m. Ongoing complaints regarding trespassing, intoxicated individuals, disturbances, and other issues have appeared in the public safety report from the Village of Palm Springs Police Department.

The proposed variance may adversely affect neighboring properties regarding crime, disturbances, safety, and other nuisances. In addition, the applicant should not be able to violate the Village's regulations due to the current extended

operating hours.

If the Village Council wishes to support the application, the staff recommends that this motion include the conditions specified in the Staff Report.

Chief Ceccarelli discussed the multiple police calls from the previous two years (January 2023–September 2024) as a result of El Toritos staying open past 2 p.m. Further, there is no language in the annexation agreement that grandfather El Toritos into the Village with extended hours. A third of the police calls happen after 3 a.m. The establishment is selling alcohol illegally. Fights, vandalism, disturbances, and injury crashes were influenced by the presence of El Toritos. He mentioned that when there was a time change, the bar refused to shut down. Most of the calls involved did not involve residents of the Village. The Police Department did not have an available security detail on Sunday night; however, the bar remained open.

Officer Castro talked about the security around the premises. He stated that on September 25, 2024, he let the owner know about several concerns including non-functioning fixtures, overgrown tree canopies, insufficient lighting, no security cameras, and a potential timing issue with several of the light fixtures that run during the day. He said that the recommendations were sent to the owner to have everything fixed before the November 14, 2024, Council meeting. When he reviewed the area last night, everything remained the same, landscaping was the only issue addressed.

Alan Ciklin, Attorney at Law, gave background about El Toritos. When El Toritos was annexed into the Village, they were assured by the former Village Manager (Rich Reade) that they could operate as they had done in the past. The establishment has hired private security. El Toritos owner, Mr. Nelson Tibericio, received a letter from the Village Manager, Mr. Bornstein in December 2023 about alcohol being served outside of Mr. Pizza's restaurant. Mr. Tibericio requested a variance for three (3) additional hours on Thursday, Friday, and Saturday nights. He talked about the financial impact he may have if the variance is not permitted to remain open until 5 a.m. A security consultant was hired, and they have begun to implement the recommendations of Officer Castro. Everything could not be addressed because there was a delay with parts.

Mr. Kevin McGinley (2240 Palm Beach Lakes Boulevard) gave a presentation and entered it into the record. He filed his application on May 8, 2024. He attempted to upload the file to the portal; however, he had problems. Mr. McGinley talked about the security firm they hired to look at the establishment on Friday and Saturday night; however, it was too late to enter the information on the portal. He compared police calls from the Wawa gas station and the RaceTrac gas station. There are homeless encampments that nuance the area.

Mr. Tibercio said he has operated his business for 27 years. He was approached by Mr. Rich Reade in 2016, who offered to annex his property and guaranteed him everything would be the same. Until last year, he was not aware that he needed an agreement. Discussion ensued with the Council and the Applicant. The applicant requested to be given an opportunity to improve the situation, and then bring this item back before the Council within one year. Mrs. Cabrera mentioned that Mr. McGinley was unable to submit his reports because he was past the deadline. Although the applicant continues to assert that Palm Beach County approved, there is nothing submitted.

Chief Ceccarelli addressed the applicant's mention of several businesses and police calls. In comparison, El Toritos has more calls. The actions of the business to mitigate problems are a requirement.

Mayor Smith opened the meeting for public comment.

Mr. Johnnie Tieche - 305 Winged Foot Drive - Mr. Tieche has lived in the Village for 45 years. Chief Ceccarelli completed an analysis on the level of calls for patrons who do not live in the Village. He does not support the variance.

Mr. Ciklin requested a year to improve security, increase lighting, install more cameras, and reinforcement of identification.

The Village Attorney, Mrs. Goddeau, asked what the hardship was. Vice Mayor Waller inquired about the reason for extended hours if the location is open from 10 p.m. - 2 a.m. Mr. Tibercio explained that a majority of the customers come after 1 a.m. because of their work schedule. Scores are allowed to remain open after 2 a.m. Ms. Cabrera stated there is an approved agreement on file to allow extended hours.

Further discussion ensued. Mayor Pro Tem Brinkman would like to grant a variance for a year with conditions. The Village Attorney, Mrs. Goddeau explained that the conditions of the variance would have to be laid out. Council Member Ready does not support this variance. Mayor Pro Tem Schmitz inquired if there was proof that El Toritos was grandfathered. There is no formal agreement, just a discussion with Mr. Reade.

Assistant Village Manager, Mrs. Kim Glas-Castro was sworn in and gave testimony. Council Member Brinkman does not feel there is enough information to make a decision. Mayor Pro Tem Schmitz asked if there were a lot of problems at Scores. Chief Ceccarelli provided statistics about the number of police calls. Council Member Brinkman wants six officers at the location. Mayor Smith cannot justify making an exception to the variance.

Council Member Ready made a motion to deny the variance based on Condition G of the staff report not being met (that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare). Vice Mayor Waller seconded the motion. The said motion carried 4-1 (Council Member Brinkman dissenting).

23. **Resolution No. 2024-55 - Final Plat for 4084 Linda Lane:** A motion for the approval of a Final Plat has been submitted by Brandon Cabrera, the owner of Brandx LLC. This proposal seeks to replat the Military Hill IN Plat and subdivide the property at 4084 Linda Lane into two single- family home lots. There is no direct fiscal impact on the Village.

Staff: Iramis Cabrera, Planning, Zoning, and Building Director

SUMMARY: Mr. Brandon Cabrera from BrandX LLC, owner of the property, has filed a final plat to re-plat the Military Hill IN plat as recorded in Plat Book 23, Page 21 of the Public Records of Palm Beach County, Florida. The applicant proposes subdividing the multifamily lot at 4084 Linda Lane into two (2) separate single-family lots. Each lot will exceed the minimum lot dimension requirements of 64 feet width by 100 feet depth.

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

Note: A sidewalk along Linda Lane adjacent to the property must be provided before issuing any Certificate of Occupancy.

The final plat is consistent with the preliminary plat that the Village Council approved at their October 10, 2024, regular meeting.

If approved, the final plat will be recorded in the public records of Palm Beach County before any sales of single-family lots.

Fiscal Impact: The proposed final plat will facilitate the construction of 2 single-family homes, further contributing to the Village's overall property values.

Ms. Cabrera presented this item. She stated that the applicant was not present - he was sick. Mayor Smith offered the public an opportunity to speak.

Mr. Tieche expressed his support of the project.

The Village Attorney, Mrs. Goddeau read the title of the caption into the record.

Council member Brinkman made a motion to approve Resolution No. 2024-55 and Mayor Pro Tem Schmitz seconded the motion. The said motion carried 5-0.

24. **(First Reading) Ordinance No. 2024-09 - Chapter 10 – Building and Building Regulations Article II – Florida Building Code and Chapter 34 – Land Development Article II Floodplain Management - Motion to approve Ordinance No. 2024-09, amending Chapter 10 - Building Regulations and Chapter 34 - Land Development to incorporate the latest Flood Insurance Study and Rate Maps for Palm Beach County, finalized by FEMA, to meet National Flood Insurance Program (NIFP) requirements.**

Staff: Iramis Cabrera, PZB Director

SUMMARY: Planning, Zoning & Building Staff is recommending an amendment to the Village's Code of Ordinances (Chapter 10 - Building and Building Regulations Article II – Florida Building Code and Chapter 34 – Land Development - Article II - Floodplain Management) by adopting the new revisions to the Flood Insurance Study for Palm Beach County and Incorporated Areas and the accompanying Flood Insurance Rate Maps finalized by FEMA.

FEMA issued on June 20, 2024, a Letter of Final Determination (LFD) to establish a 6-month deadline to demonstrate the Village's regulations conform to the minimum requirements of the National Flood Insurance Program (NFIP). In addition, the Village participates in the NFIP Community Rating System (CRS) and has to satisfy the CRS 8 prerequisite.

Note: The Florida Building Code is revised every three (3) years by the state, and these codes establish the minimum construction standards for buildings and structures to protect public health, safety, and general welfare. The Village adopted the 8th Edition of the Florida Building Code in March 2024.

The Federal Emergency Management Agency (FDEM) Office of Floodplain Management reviewed the Village's floodplain management provisions and determined that some amendments must be adopted concurrently to create consistency.

As a result, Chapter 10, "Florida Building Code," and Chapter 34, "Floodplain Management," include amendments to the following:

- Local amendments to conform to the minimum requirements of the national flood insurance program
- Update the date of the flood insurance study and flood insurance rate map
- Special Inspections requirements
- Eliminate cumulative substantial improvement in language

The Office of Floodplain Management reviewed and approved the proposed ordinance on behalf of the Federal Emergency Management Agency (FDEM).

During their regular meeting, the Planning and Zoning Board considered this item on November 12, 2024. If approved on 1st reading, the proposed ordinance will be considered for 2nd and final reading by the Village Council on December 12, 2024.

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

ITEM 21.A. Mr. Ringle presented ordinance No. 2024-09. The Planning, Zoning & Building Staff recommends amending the Village's Code of Ordinances to adopt recent changes to the Flood Insurance Study and Rate Maps from FEMA. A June 2024 deadline requires the Village to align with National Flood Insurance Program standards. Proposed updates include local amendments, date updates for flood studies, and changes to inspection requirements. If approved on first reading on November 12, 2024, the final reading will be on December 12, 2024.

Mayor Smith offered the public and the Council an opportunity to speak. Council Member Ready asked if this Ordinance would exclude homes not in the flood zone. Mr. Ringle explained that it would not. Further, he explained that Chapter 10 is also included. There are inspections that are required. The amendment will formalize the process. Also, the Base Flood + 1 is getting changed to Base Flood + 2 (feet) because it is required to get federal funding. The inspections that are being formalized will be conducted by the building officials. He talked about the importance of audits. There is no increase to the fee schedule.

Village Attorney Goddeau read the title of the caption onto record. Mayor Smith called for public comment. There was none.

Council Member Brinkman made a motion to approve Ordinance No. 2024-09 and Vice Mayor Waller seconded the motion. The said motion carried 5-0.

ACTIONS AND REPORTS

None

VILLAGE MANAGER COMMENTS

None

VILLAGE COUNCIL COMMENTS

The Council Members reported on their daily activities.

ADJOURNMENT

Hearing no further business, Mayor Smith adjourned the meeting at 9:07 p.m.

The undersigned is the Village Clerk of Palm Springs, Florida, and the information provided herein is the Minutes of the Regular Council Meeting held on **November 14, 2024**. Which minutes were formally approved and adopted by the Village Council on **December 12, 2024**.

Kimberly M. Wynn

Kimberly M. Wynn, Village Clerk

**NEXT REGULAR MEETING:
THURSDAY, DECEMBER 12, 2024, AT 6:30 PM**



Village of Palm Springs

Executive Brief

AGENDA DATE: December 12, 2024

DEPARTMENT: Administration

ITEM #2: Stipulated Settlement Agreement with Congress Pointe Inc. and Palm Beach Toro, Inc., as the property owner and corporate owner/ operator of El Torito Sports Pub & Cantina

SUMMARY: At the Village Council's November 14th meeting, the Village Council denied El Toritos' request for a variance to continue operating as a nightclub after 2:00 a.m. The matter was set for a November 21, 2024, code enforcement hearing; however, the attorney for El Toritos requested a continuance in order to discuss a possible settlement of all issues. El Toritos' attorney expressed concerns about the nightclub having to lay off employees prior to the holidays and the potential breach of contractual agreements with entertainers through the new year. The Village Attorney and Village Manager agreed to said request (which was also approved by the Special Magistrate). Attached is a draft Stipulated Settlement Agreement, which has been provided to El Toritos' attorney as of December 5, 2024. This draft would require El Toritos to (1) pay the Village \$10,000 for the code enforcement violations that have occurred since October 11, 2024; (2) to agree to a fine of \$5,000 per day after January 1, 2025, if it remains open as a nightclub after 2:00 a.m.; (3) to abide by the requirements of the Village's nightclub ordinance including the provision of six (6) security officers and two (2) police officers detail; (4) to agree to fine amounts if El Toritos violates the same; and, (5) to waive all claims and remedies (i.e., litigation and appeals) regarding the Village Council's denial of the variance, the code enforcement case, and generally release the Village from liability.

Further negotiations over the draft Stipulated Settlement Agreement will likely occur with El Toritos' attorney and the owner of El Toritos. If the Village Attorney and Village Manager are not supportive of the finalized agreement, this item will be withdrawn, and the matter will proceed to the December code enforcement hearing.

FISCAL IMPACT:

The draft Stipulated Settlement Agreement will not result in any financial impact to the Village but should result in the avoidance of the cost and expense of litigation.

ATTACHMENTS:

1. Settlement Agreement El Toritos

Prepared by and return to:

Village Attorney
c/o Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

STIPULATED SETTLEMENT AGREEMENT

THIS STIPULATED SETTLEMENT AGREEMENT (“Settlement Agreement”) is made this _____ day of _____, 2024, by and between the **VILLAGE OF PALM SPRINGS**, a municipal corporation operating and existing under the laws of the State of Florida (“Village”), and **CONGRESS POINTE INC.**, the corporate owner of the real property described herein (“Owner”) and **PALM BEACH TORO, INC.**, the corporate operator of El Torito Sports Pub & Cantina (“Tenant”).

This Settlement Agreement serves to resolve the Village Council’s denial of the variance request for the nightclub (as described herein) and the code enforcement case against the real property generally located at 4469 S. Congress Avenue, Village of Palm Springs, Florida (**PCN: 70-43-44-30-16-001-0000**) (legally described as, “Congress Point Plaza PAR A”) (“Property”) as both the variance request and code enforcement case relate to the Tenant’s operation of El Torito Sports Pub & Cantina (“Nightclub”) at the Property.

WHEREAS, the Tenant has operated the Nightclub at the Property since approximately 1997 before the Property voluntarily annexed into the Village; and

WHEREAS, since opening, the Nightclub typically operated Thursday through Sunday with hours of operation from 10:00 p.m. to 5:00 a.m.; and

WHEREAS, the Nightclub provides live entertainment and serves alcohol to its customers at all hours of operation; and

WHEREAS, in 2016, when the Property annexed into the Village, the Owner and Tenant believed that the Nightclub could continue to operate as before it was annexed based on statements made by the former Village Manager; and

WHEREAS, since 2014, section 14-61 of the Village’s Code of Ordinances (“Village Code”) requires that all properties upon being annexed into the Village must comply with section 14-61 of the Village Code regarding hours of operation and serving alcohol unless a variance is granted by the Village Council; and

WHEREAS, in 2023, the Chief of Police informed the newly hired Village Manager that the Nightclub had excessive calls for service but believed it was allowed by the Village to operate until 5:00 a.m.; and

WHEREAS, upon researching the matter, it was determined by the Village Manager and Chief of Police that the Nightclub did not have the required authority from the Village Council to remain open past 2:00 a.m. as required by section 14-61 of the Village Code; and

WHEREAS, in December 2023, the Village Manager notified the Owner in writing that the Nightclub would need to comply with section 14-61 and close at 2:00 a.m.; and

WHEREAS, the Village ultimately gave the Owner and Tenant a deadline of October 10, 2024 for the Nightclub to comply with section 14-61 of the Village Code or obtain a variance from the Village Council; and

WHEREAS, on October 10, 2024 and thereafter, the Village cited the Owner for irreparable violations of section 14-61 of the Village Code for the Nightclub staying open and continuing to serve alcohol after 2:00 a.m. (Code Enforcement Case No. 2024-67) (“Code Enforcement Case”); and

WHEREAS, on November 14, 2024, the Tenant (as agent for the Owner) sought a variance from the Village Council to authorize the Nightclub to stay open Thursday through Sunday and to continue to serve alcohol until 5:00 a.m.; and

WHEREAS, on November 14, 2024 after a quasi-judicial hearing, the Village Council denied the Nightclub’s requested variance; and

WHEREAS, the Village initially scheduled the Code Enforcement Case against the Owner for October 2024 and then November 2024, but after the Nightclub’s third request for a continuance, the Village agreed to the continuance which the Special Magistrate granted; and

WHEREAS, in the Code Enforcement Case, the Village asserts that the Owner could be liable to the Village for an irreparable code enforcement fine of at least \$85,000 (Eighty-Five Thousand Dollars) (for fines of up to \$5,000 per each day in violation) for at least seventeen (17) irreparable violations of section 14-61 of the Village’s Code; and

WHEREAS, the Owner and/or Tenant have the legal right to appeal the Village Council’s denial of the Nightclub request for a variance to Circuit Court; and

WHEREAS, the Owner and/or Tenant will have the legal right to appeal the decision of the Village’s Special Magistrate regarding the Code Enforcement Case to Circuit Court; and

WHEREAS, the Owner and/or Tenant may have other legal and/or equitable causes of action against the Village for the Code Enforcement Case and/or the Village Council’s denial of the Nightclub variance request; and

WHEREAS, the Owner and Tenant desire to bring the Property into compliance with section 14-61 but has twenty-seven (27) current employees and contractual obligations running through the end of calendar year 2024, which the Owner and Tenant do not want to immediately lay-off and/or breach; and

WHEREAS, the Village, Owner, and Tenant desire to avoid potentially expensive and protracted litigation with regards to the Code Enforcement Case and the Village Council’s denial of the Nightclub variance request; and

WHEREAS, since the Property is not in compliance with the section 14-61 and does not have a variance for the same, the Village, Owner, and Tenant desire to enter this Settlement Agreement to amicably resolve the Code Enforcement Case, the denial of the Nightclub variance request, and avoid the cost and expense of litigation arising from or related to the same; and

WHEREAS, this Settlement Agreement seeks to amicably resolve the Village's Code Enforcement Case and the Village Council's denial of the Nightclub variance request, but does not settle or reduce any other Village fines, liens, or assessments against the Property (if any) and does not address any other potential pending Village code enforcement violations at the Property or within the Nightclub except as expressly set forth herein; and

WHEREAS, the Village has determined that the amicable resolution of the Code Enforcement Case and the Village Council's denial of the Nightclub variance request as stated herein serves a valid public purpose and is in the best interests of the Village based on the Owner's and/or Tenant's fulfillment of the conditions described below.

NOW, THEREFORE, in consideration of the mutual promises and consideration set forth herein, the sufficiency of which is hereby acknowledged by each party, the Village, Owner, and Tenant agree as follows:

1. The foregoing recitals are hereby incorporated into this Settlement Agreement as true and correct statements and findings of fact of the Village, Owner, and Tenant.
2. This Settlement Agreement is contingent upon the approval by the Village Council at the December 12, 2024 Village Council meeting and the Special Magistrate at the December 19, 2024 code enforcement hearing.
3. If approved by the Village Council and the Special Magistrate, this Settlement Agreement shall become effective on December 19, 2024. If the Village Council and the Special Magistrate do not approve this Settlement Agreement, this Settlement Agreement shall become null and void and of no force and effect on any of the parties hereto.
4. The Owner and Tenant agree that the Property was and is in irreparable violation of section 14-61 of the Village Code as of October 10, 2024 due to the Nightclub remaining open after 2:00 a.m. and serving alcohol on the Nightclub's premises past 2:00 a.m.
5. The Owner and Tenant agree that for the irreparable violations of section 14-61 from October 10, 2024 to December 30, 2024 the Tenant shall pay the Village **\$10,000 (Ten Thousand Dollars)** in irreparable code enforcement fines and administrative costs in enforcing the violations. Said amount shall be paid by the Owner or Tenant to the Village no later than **January 15, 2025**. If said amount is not timely paid to the Village, the amount of **\$85,000 (Eighty-Five Thousand Dollars)** shall be instated and a copy of this Settlement Agreement shall be recorded in the official records in and for Palm Beach County, Florida, and shall constitute a lien on the Property and upon any other real or personal property owned by the Owner for \$85,000 (Eighty-Five Thousand Dollars) pursuant to the Village Code and Chapter 162, Part I, Florida Statutes. After three (3) months, if the recorded lien remains unpaid, the Village's attorney may be authorized by the Special Magistrate to foreclose on the lien or to sue to recover a money judgment for the amount of the lien plus accrued interest. The Owner and Tenant irrevocably waive any and all rights to seek a lien reduction of the lien amount established by this provision.
6. The Owner and Tenant agree that the Nightclub shall be brought into compliance with section 14-61 **no later than January 1, 2025**. If the Nightclub fails to comply with section 14-61 on January 1, 2025 and anytime thereafter while remaining in the Village of Palm Springs, the Owner and Tenant agree that the Property will be in irreparable violation of the Village Code and the Owner and/or Tenant shall be responsible for a daily fine of **\$5,000 (Five Thousand Dollars)** for each day that the Village observes or obtains evidence of the Nightclub remaining open after 2:00 a.m. and/or

selling alcohol after 2:00 a.m. If such violation(s) occur on January 2, 2025 and anytime thereafter, the Village shall have the right to record a copy of this Settlement Agreement in the official records in and for Palm Beach County, Florida, and once recorded shall constitute a lien against the Property and upon any other real or personal property owned by the Owner pursuant to the Village Code and Chapter 162, Part I, Florida Statutes. The total amount of the lien shall be based on the number of days that the Village observes or obtains evidence of the Nightclub remaining open after 2:00 a.m. and/or selling alcohol after 2:00 a.m. with the daily fine amount being set at \$5,000 (Five Thousand Dollars). After three months, if the recorded lien remains unpaid, the Village's attorney may be authorized by the Special Magistrate to foreclose on the lien or to sue to recover a money judgment for the amount of the lien plus accrued interest. The Owner and Tenant irrevocably waive any and all rights to seek a lien reduction of the lien amount established under this provision.

7. Beginning with the effective date of this Agreement and for as long as the Nightclub continues to operate in the Village of Palm Springs, the Owner and/or Tenant shall abide by section 34-1312 of the Village Code (regarding nightclub rules of operation) including but not limited to the following:
 - a. The Nightclub shall at the Owner's or Tenant's sole expense provide interior and exterior private security personnel of no less than six (6) security officers at all times of operation and for at least thirty (30) minutes after closing, which security officers shall wear proper identification in the form of a uniform or shirt clearly identifying the security officers as "SECURITY". Except in the event of an emergency, the security officers shall ensure that all customers have left the premises of the Property within thirty (30) minutes of closing.
 - b. The Nightclub shall at the Owner's or Tenant's sole expense provide at least two (2) off-duty law enforcement officers, who shall commence service at the opening of the Nightclub and end service ½ hour after closing of the Nightclub. The Village Chief of Police may reduce the number of required off-duty law enforcement officers if the number of private security personnel is equally increased.
 - c. The Nightclub shall require mandatory identification for all patrons who wish to enter the Nightclub.
 - d. All Village law enforcement officers and any Village code inspection officer shall have free access to the Nightclub when open for business for the purposes of inspection and to enforce compliance with the provisions of section 34-1312.
8. If the Owner and/or Tenant fail to comply with section 34-1312 of the Village Code prior to January 1, 2025, the Property may be cited for a code enforcement violation(s) for each day the Property is in violation and shall be subject to a fine of \$250 for the first violation and \$500 for any repeat violation. Such violation(s) shall be addressed through the normal code enforcement process consistent with the Village Code and Chapter 162, Part I. After January 1, 2025, the Owner and Tenant agree that a violation of section 34-1312 is an irreparable violation of the Village Code and the Owner and/or Tenant shall be responsible for a daily fine of \$5,000 (Five Thousand Dollars) for each day that the Village observes or obtains evidence of the Nightclub violating section 34-1312. Such violation(s) shall be addressed through the normal code enforcement process consistent with the Village Code and Chapter 162, Part I.
9. In consideration of the foregoing, the Owner and Tenant, jointly and severally, irrevocably agree to waive any and all remedies and to not appeal, pursue, file, or petition any court of law or equity (in state or federal court), and to irrevocably waive, remise, release, acquit, satisfy, and forever discharge the Village, its employees, officials, officers, and agents, of and from all, and all manner of actions and actions, cause or causes of action, appeals, petitions, suits, other legal remedies, attorneys' fees, costs, specialties, covenants, contracts, controversies, agreements, promises, special exceptions, variances, trespasses, damages, judgments, executions, claims, and demands

whatsoever, in law or in equity, which the Owner and/or Tenant had, now has, or which any of them, or their personal representative, successor, heir, or assign of the Owner and/or Tenant, hereafter can, shall, or may have, against the Village, its employees, officials, officers, or agents, for, upon or by reasons of any matter, cause, or thing whatsoever, arising from or related to the Code Enforcement Case and/or the Village Council's denial of the Nightclub variance request, and to any cause of action raised in, or that could have been raised in, or arising out of, or could have arisen out of, the Code Enforcement Case and/or the Village Council's denial of the Nightclub variance request.

10. The Village, the Owner, and the Tenant acknowledge and agree that this Settlement Agreement is being voluntarily entered into with the intent and for the purpose of being legally bound to its provisions, and that each of the individual agreements set forth in this Settlement Agreement are understood by the Village, the Owner, and the Tenant, and represent an amicable settlement of the matters specifically addressed herein.
11. The parties to this Settlement Agreement agree to bear their own attorney's fees and costs relating to or resolved by this Settlement Agreement, the Code Enforcement Case, and the Village Council's denial of the Nightclub variance request.
12. This Settlement Agreement shall be interpreted in accordance with the laws of the State of Florida, and venue for any and all disputes related hereto or arising here from shall be exclusively in Palm Beach County, Florida.
13. If any legal action or other proceeding is brought for the enforcement of this Settlement Agreement, or because of an alleged dispute, the successful or prevailing party or parties shall be entitled to recover its reasonable attorney fees, court costs and all expenses (including, without limitation all such fees, costs and expenses incident to trial and appeals).
14. If any term or provision of this Settlement Agreement, shall to any extent, be held invalid or unenforceable, the remainder of this Settlement Agreement shall not be affected, and every other term and provision of this Settlement Agreement shall be deemed valid and enforceable to the extent permitted by law.
15. This Settlement Agreement shall not be construed more strongly against any party regardless of who was more responsible for its preparation.
16. Each party binds itself and its partners, successors, executors, administrators, future council members and assigns to the other parties of this Settlement Agreement and to the partners, successors, executors, administrators, future council members and assigns of such other parties, in respect to all covenants, provision or obligation of this Settlement Agreement.
17. This Settlement Agreement may be amended by the parties by written agreement and fully executed by each party.
18. There are no third-party beneficiaries to this Settlement Agreement.
19. Failure of a party to enforce or exercise any of its right(s) under this Settlement Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

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SIGNATURE PAGE AND SPECIAL MAGISTRATE ORDER FOLLOWS

IN WITNESS WHEREOF, and in consideration of the mutual related promises and intending to be legally bound thereby, the parties have caused their hand and seal to be set on this Stipulated Settlement Agreement on the date first written above.

Owner: **CONGRESS POINTE INC.**

By: _____
Nelson Tiburcio, President

[Corporate Seal]

Tenant: **PALM BEACH TORO, INC.**

By: _____
Nelson Tiburcio, President

[Corporate Seal]

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Nelson Tiburcio, who was physically present, ☐ an individual who is personally known to me or ☐ who has produced the following _____ as identification and who took an oath that he has legal authority to bind the Owner and Tenant to this Settlement Agreement.

Notary Seal:

Signature of Notary Public

Village: **VILLAGE OF PALM SPRINGS**

ATTEST:

BY: _____
Kimberly Wynn, Village Clerk

BY: _____
Bev Smith, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Christy Goddeau, Village Attorney

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SPECIAL MAGISTRATE ORDER FOLLOWS

VILLAGE OF PALM SPRINGS, FLORIDA
CODE ENFORCEMENT SPECIAL MAGISTRATE
CASE No. 2024 – 67

VILLAGE OF PALM SPRINGS, FLORIDA
Petitioner,

v.

CONGRESS POINTE INC
106 N MILITARY TRAIL
WEST PALM BEACH, FL 33415 2144
PCN: 70-43-44-30-16-001-0000
Respondent.

Order on Settlement Agreement

The Special Magistrate appointed by the Village of Palm Springs to hear code enforcement cases for the Village of Palm Springs, in accordance with Chapter 162, Part I, Florida Statutes, has reviewed the Stipulated Settlement Agreement entered by the Respondent, Congress Pointe Inc., as it relates to the above styled code enforcement case, and having been otherwise advised in the premises, hereby enters the following Order:

The Stipulated Settlement Agreement is hereby incorporated into this Order as true and correct findings (as applicable to the above style case) and is hereby approved.

To the extent applicable, upon complying, it is the responsibility of the Respondent to notify the Village of Palm Springs Code Inspector/Officer at (561) 584-8300 ext. 8521 to request a reinspection of the property and/or violation(s).

DONE AND ORDERED this 19th day of December 2024.

VILLAGE OF PALM SPRINGS CODE ENFORCEMENT

BY: _____
Special Magistrate

A copy of this order has been furnished to the
Respondent at the following statutory address:
[4469 S. Congress Avenue](#)
[Palm Springs, FL 33461](#)



Village of Palm Springs

Executive Brief

AGENDA DATE: December 12, 2024

DEPARTMENT: Public Works

ITEM #3: Work Authorization No. 3 (TO No. 361) - Dolan Road Gateway and Stormwater Improvements Project Phase I (FY2025 Stormwater - Improvement Other than Buildings) - Baxter & Woodman, Inc.

SUMMARY: Dolan Road at Congress Avenue has been identified as a gateway entrance into the Village and is being proposed for design to enhance the stormwater system and incorporate Complete Street elements into the project. The project limits for Phase 1 span Dolan Road from Congress Avenue to the Karl Umberger pathway [northwest corner of the multi-use athletic fields (stop sign)].

Baxter & Woodman, Inc., one of the Village's selected engineering consultants during the CCNA (Consultant Competitive Negotiations Act) RFQ process, has been chosen to design these improvements and provide a "shovel-ready" set of construction documents to allow the Village to seek grant funding opportunities. The design phase services with Baxter Woodman, Inc. will cost \$149,991.00 and will take approximately ten months to complete.

FISCAL IMPACT:

Work Authorization No. 3 with Baxter Woodman, Inc. is at a cost not to exceed \$149,991.00 funded from Account Number 42338-56300, (Task Order No. 361). The FY 25 approved budget for this project is \$75,000 and therefore the funding shortfall will derive from a redistribution of funds from the same account.

ATTACHMENTS:

1. Resolution No. 2024-73 - Baxter and Woodman, Inc. - RFQ #2024R-001
2. Work Authorization #03 - Baxter and Woodman, Inc.
3. Dolan Road - Project Map

RESOLUTION NO. 2024-73

A RESOLUTION OF THE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, TO APPROVE WORK AUTHORIZATION NO. 3 (TO #361) WITH BAXTER WOODMAN, INC. FOR AN AMOUNT NOT TO EXCEED \$149,991.00, FOR THE DESIGN PHASE SERVICES OF DOLAN ROAD GATEWAY AND STORMWATER IMPROVEMENTS PHASE, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs requires design phase services of the Dolan Road Gateway and Stormwater Improvements Project Phase 1; and

WHEREAS, Public Works advertised RFQ No. 2024R-001 - (TO #316) - in the Palm Beach Post, on January 11, 2024, and also posted on DemandStar; and

WHEREAS, Baxter Woodman, located at 1601 Forum Place, Suite #400, West Palm Beach, FL 33401, submitted a proposal on February 16, 2024, to provide the design phase services of Dolan Road Gateway and Stormwater Improvements Project Phase 1; and

WHEREAS, Staff have reviewed and considered the proposal from Baxter Woodman and find that it is in the Village's best interest to approve the agreement.

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

Section 1: The Village of Palm Springs approves Work Authorization No. 3 with Baxter & Woodman, Inc., (TO #316) for the design phase services of Dolan Road Gateway and Stormwater Improvements Project Phase 1 in the amount not to exceed \$149,991.00, from Account Number 42338-56300.

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

Resolution No. 2024-73 – WO No. 3 (TO #361) Baxter and Woodman, Inc.

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			
JONI BRINKMAN, VICE MAYOR			
KIMBERLY SCHMITZ, MAYOR PRO TEM			
PATTI WALLER, COUNCIL MEMBER			
GARY READY, COUNCIL MEMBER			

The Mayor thereupon declared this Resolution duly passed and adopted this 12th day of December 2024.

VILLAGE OF PALM SPRINGS, FLORIDA

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
CONSULTING SERVICE WORK AUTHORIZATION

DATE : _____

VILLAGE RFQ. NO.: 2024R-001

WORK AUTHORIZATION NO. BW-S003 FOR CONSULTING SERVICES

TASK ORDER (PROJECT) NO. 361 G/L CODE: 42338-56300

“CONSULTANT” PROJECT NO.: 2401418.00

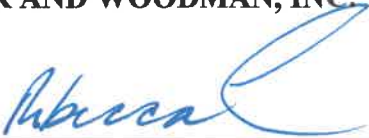
PROJECT TITLE: Dolan Road Streetscaping Design

This Work Authorization, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated June 20, 2024, between the Village of Palm Springs (“VILLAGE”), and Baxter and Woodman, Inc. (“CONSULTANT”) hereafter referred to as the Agreement.

I. AGREEMENT REFERENCE

The work authorized under this Work Authorization shall be performed under the terms and conditions described within the Professional Services Agreement dated June 20, 2024, by and between the Village of Palm Springs ("VILLAGE") and Baxter & Woodman, Inc. ("CONSULTANT") and subsequent addendums. Compensation shall not exceed the hourly rates currently in effect under this Agreement.

BAXTER AND WOODMAN, INC.

By: 

Print Name: Rebecca Travis

Title: Executive Vice President

VILLAGE OF PALM SPRINGS

By: _____

Date: _____

Village Attorney's Office

Approved as to form and legality

By: _____

(Required if over \$35,000)

PROFESSIONAL SERVICES AGREEMENT FOR DOLAN ROAD STREETSCAPING DESIGN

SCOPE OF SERVICES

The Village has selected the Consultant to perform engineering design and permitting services for roadway streetscaping improvements to Dolan Road (the “Project”) located between S. Congress Avenue and the northeast corner of the park.

The Project includes design services for roadway improvements, drainage, landscaping and lighting. Dolan Road represent an entrance to the Village from the closest major roadway (S. Congress Avenue) and provides access to several municipal facilities including the Village Hall, the Village Police Station and a large municipal park. The park will also be undergoing a redesign by other per the Village’s Parks Master Plan.

Dolan Road was identified in the Village’s Stormwater Master Plan as having drainage problems which need to be addressed. Safe pedestrian pathway and aesthetic improvements to the roadway are also desired including landscaping and street lighting.

A Preliminary Design Report will be produced by the Consultant which will include assessing the viability of pedestrian, drainage and roadway cross section improvements. A stormwater modeling analysis will be performed to size drainage facilities for the appropriate level of protection. The road shall be assessed to determine whether the pavement and base should be replaced or if milling and overlaying is sufficient. Per discussions with the Village, the Consultant will consider the addition of a wider shared path for bikes and pedestrians as well as sensor activated lighted crosswalks at key locations.

The Consultant shall provide Engineering Services including the following primary tasks:

- Task 1 – Meetings and Coordination
- Task 2 – Data Collection
- Task 3 – Preliminary Design
- Task 4 – Design Services
- Task 5 – Permitting

Task 1 – Meetings and Coordination

Subtask 1.1 Design Meetings

The Consultant shall attend the Village’s kick-off meeting and two (2) design workshop meetings (at PDR completion and 60% design stages) and shall provide an agenda and a written summary of the issues discussed for each meeting.

Subtask 1.2 – Utility Coordination

Consultant shall request and review relevant information pertaining to existing utilities with the corridor including electric, gas, cable, telephone, fiber optic, etc. Base drawings will be sent to the utility companies for them to delineate their facilities which will be added to the CAD drawings.

Task 2 - Data Collection

Subtask 2.1 Survey

The Consultant will provide the services of a registered professional surveyor to provide services consisting of field topography, locating existing vertical and horizontal control (GPS Localization), baseline stationing and locating all above ground existing facilities and utilities within the right-of-way or proposed drainage easements of the established project limits.

Existing horizontal and vertical control will be recovered and/or set as needed. Control will be referenced from the County Control Network which is the NAD83/90 and NGVD88 datums. Benchmarks will be set at a maximum of 600-foot intervals and referenced to an existing established FDOT, Village or County benchmark. Above ground data will be obtained to create a surface of the existing conditions. Topography will include visible fixed improvements such as bank lines, natural ground, curbing, asphalt, above ground utilities, etc. Limits of vegetation and trees equal to or greater than 4-inch DBH (diameter at breast height) will be collected and shown. Sufficient data will be obtained to create a DTM surface. Grade breaks will be included. The maximum interval between points on a straight line will be 50 feet and 25 feet on a curve.

Existing drainage and gravity sanitary structures and pipes including invert elevations, top of structure elevations, bottom of structure elevations, pipe directions, pipe connectivity, pipe sizes and pipe materials will be surveyed. Upstream and downstream structures will be located.

Right-of-way and baseline on the project limits will be provided. If a historic baseline does not exist, one will be created (established from south to north and west to east). Information will be based on readily available data such as plats, deeds, and property appraiser website. Individual lots with associated data will be shown. Field monumentation will be searched and located.

Subtask 2.2 SUE Investigation

The Consultant will provide the services of a registered professional surveying company to perform a SUE investigation. This investigation will be performed in general accordance with ASCE Standard 38-02: Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data. A search will be conducted for the existence and approximate location of subsurface utilities within the project limits except those listed under Exclusions below. The specific work includes:

- A. Records Research through customary means:
 - a. Identify utilities anticipated to exist in the project limits.
 - b. Document responses and compile record information.
- B. Field Investigation using appropriate surface geophysical techniques:
 - a. Documented conductive utilities – designate with the objective of achieving Quality Level B for conductive utilities. Where not possible, lower Quality Levels will be established. Utilities of non-conductive material installed with serviceable tracer wire or tape will be considered conductive. It is important to note, however, that the depicted location of such utilities represents the tracer rather than the actual utility.
 - b. Documented non-conductive utilities – investigate with the objective of achieving Quality Level C. Where not possible, depict at Quality Level D.
 - c. Undocumented utilities – are those utilities that may exist in the project area that have not been previously identified, are not discovered during records research, and for which there is no prior knowledge. Standard search protocol will be used in an attempt to determine the existence and approximate location of undocumented utilities; however, this work cannot guarantee that all utilities will be found and depicted.
- C. Quality Level exceptions – the following utilities will be investigated with the objective of achieving the specific Quality Level stated:
 - a. Gravity sanitary sewers – Quality Level C.
 - b. Non-conductive utilities with ready access allowing sonde, metal tape or detection rod insertion and tracking – Quality Level B.

- c. Subaqueous crossings – Quality Level D.
- D. Exclusions – the following utilities and/or components will not be investigated:
 - a. Utility vault or manhole interiors
 - b. Traffic control loops
 - c. Signage wiring
 - d. Irrigation lines
 - e. Cathodic protection
 - f. Thrust blocks.
 - g. Septic systems.
 - h. Underground storage tanks, piping and wiring.

Subtask 2.3 Field Verification (soft digs)

The Consultant will provide the services of a qualified company to use vacuum excavation equipment to perform up to 10 test holes per design phase at locations as directed by the client. The Consultant will make every effort to vacuum excavate to a depth of eight (8) feet using high pressure air methods. However, vacuum excavation will cease when these methods are unable to progress below refusal, such as bedrock or flowable fill. The Consultant will not employ destructive methods, such as jackhammers or chipping hammers, to break up bedrock or other refusal within a test hole due the high risk of damage to buried utilities and safety risk to employees. Utilities deeper than 8 feet may not be found.

Sunshine 811 will be notified two (2) full business days in advance of excavation. CONSULTANT will mark the conductive utilities by inductive methods utilizing electromagnetic geophysical prospecting equipment. Known non-conductive utilities will be marked utilizing 2-D Radar (GPR).

The Village shall provide any available geotechnical information from design or construction in the areas near the project site.

Subtask 2.4 Geotechnical Investigation

CONSULTANT will furnish the services of a professional geotechnical engineer to provide subsurface investigations within the Project limits that will include three (3) 10-foot deep standard penetration borings with two (2) pavement cores and one (1) percolation test to determine the soil hydraulic conductivity. The collected field data will be evaluated and presented in a geotechnical engineering report that will include:

- Detailed graphical logs of the soil borings showing the groundwater level and soil classifications.
- Results of exfiltration tests.
- Results of the laboratory tests.
- Pavement and base evaluation and recommendations.
- Pavement restoration recommendations.
- Site preparation recommendations.
- Recommendations for design regarding excavation, trenching, pipeline installation, shoring requirements, fill and backfill, and compaction for the proposed work.

Maintenance of traffic will be provided in accordance with FDOT while performing the borings in the roadway.

The Village shall provide any available geotechnical information from design or construction in the areas near the project site to supplement the field data.

Task 3 – Preliminary Design Phase

Subtask 3.1 – Field Investigation

The Consultant shall conduct field reviews of the Project limits following a rainfall event in order to observe roadway ponding or flooding; to observe the pavement and sidewalk condition; and to conduct a survey field check of the general project conditions pertinent to the design.

Subtask 3.2 –Data Collection & Review

The Consultant shall review all available information pertaining to the Project made available by the Village, or permitting agencies, including:

- Previous studies and reports
- Previous permits
- As-built drawings
- Site and drainage plans of surrounding developments
- LiDAR elevation datasets
- GIS spatial datasets for stormwater infrastructure, roads, land use, soils, buildings, etc.
- Village-staff's information from observations in the field or resident complaints
- Locations and sizes of utilities from utility companies

Subtask 3.3 – Drainage Basin Delineation / Drainage Model Input

Basin Delineation: Basins shall be delineated and subdivided into subbasins based on previous reports, permits, stormwater piping and topography. The delineation shall be designed to estimate the contributing areas to the critical portions of the Stormwater infrastructure to properly model the capacities of the systems. Although this work has been performed by previous engineers, it shall be verified by the Consultant. Inflow from surrounding developments is particularly important to the drainage evaluation.

Model Input: ICPR4 shall be used for hydrologic and hydraulic modeling to assess the existing conditions and alternative scenarios unless the Village would prefer that the Consultant modify the model developed for their Stormwater Master Plan. In which case the model will need to be provided by the Village.

- Hydrologic Model Input
Primary basin and subbasin hydrologic information shall be entered including areas, times of concentration, curve numbers, rainfall and imperviousness. Times of concentration shall be calculated based on travel lengths and roughness coefficients. Curve numbers shall be calculated based soils and land use.
- Hydraulic Model Input
Model links and nodes shall be added to the model to define stormwater network. Links shall consist primarily of pipes and also include broad crested weirs to represent sheetflow between basins and subbasins. Pipe data shall include sizes, lengths and roughness coefficients based on available information and survey data. LiDAR data shall be used to create stage-area curves for each storage node in the system using GIS algorithms.
- Quality Control/Quality Assurance
A quality control desktop review of the model input shall be performed. Model instabilities, if present, shall be located and corrected. The model shall be used to perform relative comparisons of scenarios.

Subtask 3.4 – Evaluation of Stormwater Alternatives

The stormwater model shall be revised to simulate drainage alternatives. Alternatives include:

- Swales on north and south sides the roadway to provided improved flood storage and water quality and a drainage system ditch inlets and pipes to convey water to the outfall ditch which outfall to Frost Lake.
- Curb and gutter design utilizing exfiltration trenches in lieu of swales.

Sea Level Rise (SLR) and king tide will be considered. Various sources shall be reviewed including the Southeast Florida Regional Climate Change Compact (SEFRCCC), the National Oceanic and Atmospheric Administration (NOAA) and the U.S. Army Corps of Engineers (USACE). Recorded stage data shall be researched from nearby NOAA and SFWMD monitoring stations to assess king tide events.

The results shall be evaluated to determine the benefits and impacts that each alternative presents. Considerations include pre-vs-post discharge rates and peak stages. The existing overall peak discharge rate to the Lake Worth Drainage District's L-8 Canal cannot be exceeded.

The model shall be used to size the roadway drainage infrastructure based on the selected alternative. The collection and conveyance system shall be sized to deliver water to the ditch that outfalls to Frost Lake with a hydraulic grade line that is below the rim and grate elevations for the Village's roadway Level of Service (LOS) design storm event.

Subtask 3.5 – Roadway, Landscaping and Street Lighting Evaluations

Preliminary design of the roadway shall be performed. Portions of the road that need to be replaced or milled and overlaid shall be identified based on a determination of roadway pavement condition by review of the pavement cores. Typical road sections shall be drafted showing the proposed roadway, a shared path, sidewalks and grassed areas/swales. Locations for specialized pedestrian crossings will be determined. Replacement of existing signal loops at Congress Avenue intersection will be included. Typical locations and plant types for proposed landscaping shall be determined based on coordination with Village staff. Street lighting shall also be coordinated with the Village to determine pole and fixture selection. The Village has indicated the preference of solar powered street lighting as their standard. The Village owns and maintains the street lighting so coordination with FPL is not anticipated.

Subtask 3.6 – Preliminary Design Report (PDR)

Stormwater: A description of the data and procedures taken to develop, test and run the model shall be documented. Each alternative shall be described with figures illustrating the associated proposed improvements. The results shall be presented in tables, figures and charts demonstrating the benefits and impacts of the alternatives. A final recommendation shall be made and the related improvements such as check valves, piping and pump station, shall be described and illustrated.

Roadway: The pavement condition shall be discussed in conjunction with the recommended drainage improvements along with full roadway reconstruction versus mill and overlay improvements shall be recommended based on 1) the pavement condition, 2) the level of impacts on the pavement by the planned utility and drainage improvements and 3) the necessity and extent of changing the road grades to facilitate drainage. Roadway sections shall be presented showing the proposed roadway (pavement, base and subgrade), a shared path, sidewalks, crossings and grassed areas. The need for midblock pedestrian beacons at the park will be investigated. Alternative sections will be included for swale vs. curb and gutter design.

Landscaping and Lighting: Based on coordination with Village staff, landscaping and lighting within the Project limits shall be discussed and plant selection and selection of decorative light poles and fixtures will be approved by the Village.

Engineer's Opinion of Probable Construction Cost: An engineer's opinion of probable construction cost (preliminary) shall be prepared to correspond to the design level at 30 percent design of the Project.

The Consultant will submit a Draft PDR (one hard copy and .pdf format) to the Village for its review and comment. A meeting shall be scheduled with the Village staff to review the comments. The Final PDR shall be prepared addressing the comments received, one (1) hard copy and the report in .pdf format shall be submitted to the Village.

Task 4 - Design Services

Subtask 4.1 Design Drawings

Design disciplines will include drainage; roadway; street lighting; and landscaping. Preparation of construction documents shall include contract drawings and details and shall include: cover sheet, general and survey notes, plan/profile drawings, marking and signage, signalization, lighting, landscaping and irrigation, and detail sheets. Consultant shall prepare the engineering design elements on topographic survey information in an AutoCAD format. Drawings shall be submitted for Village review at 60 percent and 100 percent stages. The Consultant shall meet with the Village to discuss comments and incorporate comments into final documents. The Consultant shall furnish plans in PDF format of the 60% and 100% design drawings, one (1) set of AutoCAD files in electronic format upon completion of the Project.

Subtask 4.2 Technical Specifications

Technical specifications shall be prepared by Consultant for bidding purposes for the proposed improvements within the Project area. The Front-End Contract Documents shall be prepared by the Village and provided to the Consultant. The Consultant shall prepare specifications and submit same to the Village for its review at 60 percent and 100 percent stages. Specifications will be provided to the Village in .pdf format and also in WORD document format at final completion.

Subtask 4.3 Construction Cost Opinion

An opinion of probable construction cost shall be prepared for the 60 percent and 100 percent drawings submittal and shall be in .pdf format.

Task 5 - Permitting

During the Design Phase the Consultant shall meet with the South Florida Water Management District (SFWMD) to verify potential design permitting requirements. An application for an Environmental Resource Permit shall be prepared along with supporting information and submitted to SFWMD. The submittal shall include signed and sealed drawings and calculation to demonstrate that the Project meets SFWMD's regulatory requirements in regard to water quality and water quantity.

ASSUMPTIONS:

The work described herein (the Work) is based upon the assumptions listed below. If conditions differ from those assumed in a manner that will affect schedule of Scope of Work, the Consultant shall advise Village in writing of the magnitude of the required adjustments. Any changes in the completion schedule or compensation to the Consultant shall be subject to negotiation with the Village. The services to be provided by the Village and other related key assumptions include:

1. The Village shall provide the Consultant all available record drawings of the existing facilities which are the basis of design in the Project within seven calendar days of the NTP. The drawings to be provided include site and drainage plans for those developed properties which are adjacent to Dolan Road, Alameda Drive, Davis Road and Springdale Court.
2. The Village shall provide, if available, the hydrologic and hydraulic model used for the Village's Stormwater Master Plan in native model software format.
3. The Village shall provide any available geotechnical information from design or construction near the project site to supplement the field data.
4. The Village shall provide the Village's front-end documents in electronic format.
5. The Village shall prepare the Contract Documents as a single contract. No pre-purchase of materials and/or equipment is presumed.

6. The Project design shall be based on the federal, state and local codes and standards in effect at the beginning of the Project. Revisions required for compliance with any subsequent changes to those regulations are not included in the Scope of Work and shall be considered an Additional Services Item.
7. The Consultant assumes that there are no contaminated soils or groundwater in the Project limits.
8. The Village is responsible for the cost of any published notices.
9. The Village shall be responsible for all permit application fees.

PROJECT SCHEDULE

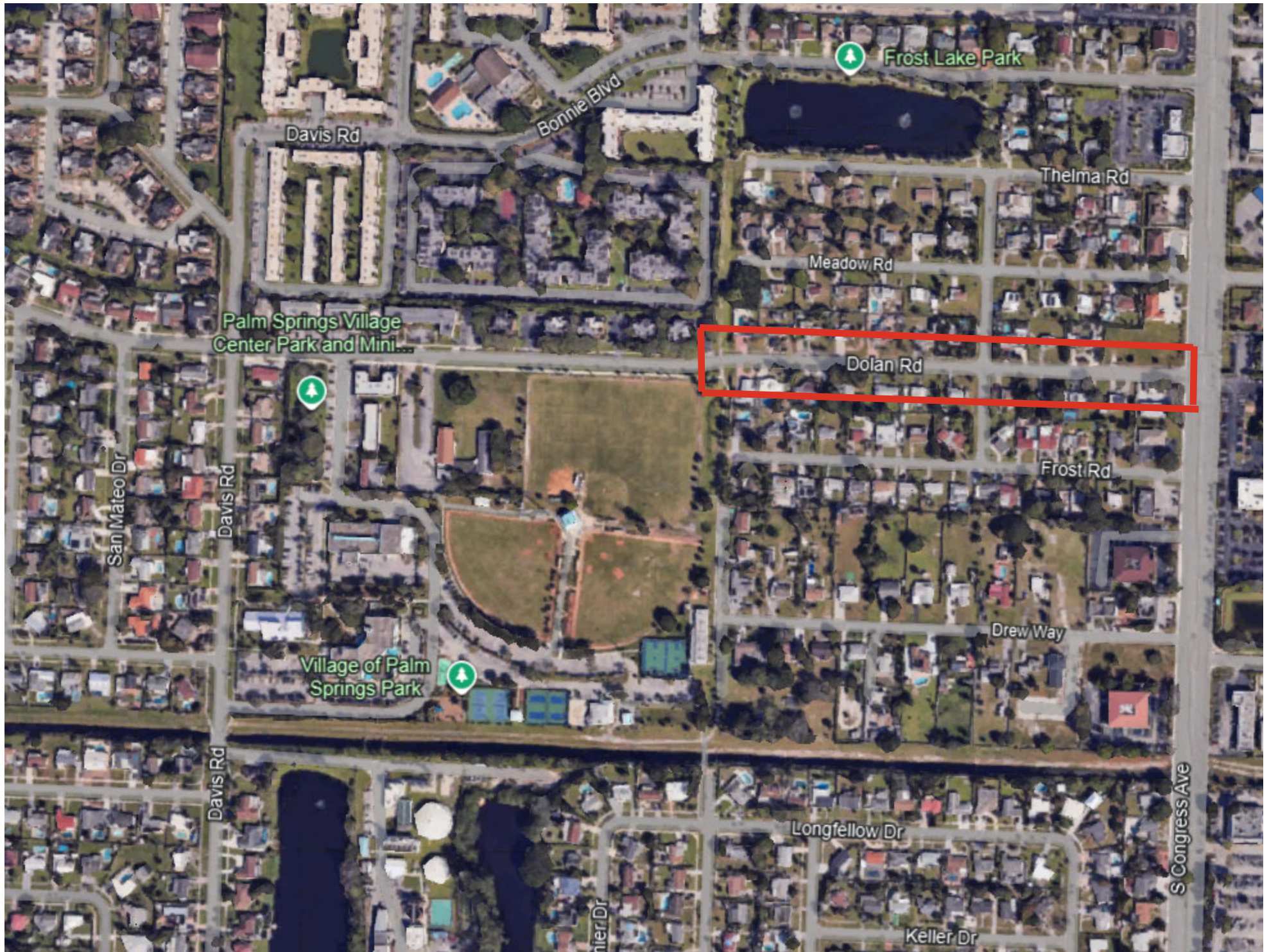
Phase 1		Days from NTP
	Task	
Task 1	Meetings and Coordination	300 – Ongoing through project
Task 2	Data Collection	60
Task 3	Preliminary Design Phase	110
Task 4	Design Services	
	60% Design Drawings	150
	100% Design (Bid) Drawings	240
Task 5	Permitting	300

PROJECT FEE SUMMARY

<u>Phase 1 (see Attachment A)</u>		
Task 1	Meetings and Coordination	\$7,078
Task 2	Data Collection	\$40,280
Task 3	Preliminary Design Phase	\$28,121
Task 4	Design Services	\$71,562
Task 5	Permitting	\$2,950
	Reimbursables	\$0
		<u>\$149,991</u>

Dolan Road from Congress Ave to Northeast Corner of Park

Task No.	Task Description	Labor Classification and Hourly Rates										
		Vice President \$250.00	Engineer V \$240.00	Engineer II \$175.00	CAD Tech III \$150.00	Engineer II \$155.00	Eng Tech III \$140.00	Production Manager \$180.00	Marketing Prof. \$150.00	Admin Support \$100.00	Total Labor	Sub- Consultant Services
1	Project Management											
1.1	Design & Coordination Mtgs (Kickoff, PDR, 60%)	2	8	12							\$4,520	\$880
1.3	Utility Coordination			2		8					\$1,590	
	Subtotal Task 1	2	8	14	0	8	0	0	0	0	\$6,110	\$880
2	Data Collection											
2.1	Survey			4			6				\$1,540	\$8,470
2.2	SUE Investigation		1	2							\$590	\$3,990
2.3	Field Verification (soft digs)		1	3							\$765	\$11,000
2.4	Geotechnical Investigation		1	2							\$590	\$9,990
	Subtotal Task 2	0	3	11	0	0	6	0	0	0	\$3,485	\$33,450
3	Preliminary Design Phase											
3.1	Field Investigation		2			3					\$945	
3.2	Data Collection & Review		1			6					\$1,170	
3.3	Drainage Basin Delineation / Drainage Model Input		4			20					\$4,060	
3.4	Evaluation of Stormwater Alternatives		4			6					\$1,890	
3.5a	Roadway	2	4	10	12						\$5,010	
3.5b	Landscaping and Irrigation		1								\$240	\$3,185
3.5c	Street Lighting		1								\$240	\$4,398
3.6	Preliminary Design Report (PDR)	2	10		4	15				4	\$6,225	
	Subtotal Task 3	4	27	10	16	50	0	0	0	4	\$19,780	\$7,583
4	Design Services											
4.1	Base Drawings				6						\$900	
4.2	60% Design Drawings	6	20		65	50		2			\$24,160	\$0
4.3	100% Design Drawings	2	5		15	6		2			\$5,240	\$0
4.4	Technical Specifications (60% & 100%)		8			6		2			\$3,210	\$0
4.5	Construction Cost Opinion (60% & 100%)		8		8	10		3			\$5,210	\$0
	Subconsultant (Landscape & Irrigation)											\$22,950
	Subconsultant (Street Lighting)											\$6,906
	Subtotal Task 4	8	41	0	94	72	0	9	0	0	\$38,720	\$29,856
5	Permitting											
5.1	SFWMD Environmental Resource Permit		5	10							\$2,950	
	Subtotal Task 5	0	5	10	0	0	0	0	0	0	\$2,950	\$0
	Labor Subtotal Hours	14	84	45	110	130	6	9	0	4		
	Labor Subtotal Costs	\$3,500	\$20,160	\$7,875	\$16,500	\$20,150	\$840	\$1,620	\$0	\$400	\$71,045	\$71,769
	Labor Total Costs	\$71,045										
	Subconsultant Costs Total	\$71,769										
	Subconsultant Multiplier	1.1										
	Subconsultant Total	\$78,946										
	Reimbursable Expenses	\$0										
	Project Total	\$149,991										





Village of Palm Springs

Executive Brief

AGENDA DATE: December 12, 2024

DEPARTMENT: Public Works

ITEM #4: Contract Award - ITB No. 2025B-002 - Greenbrier Drive Gateway Project (TO No. 315) - Creative Contracting Group

SUMMARY: The Village has recognized the need to create a more established entryway, featuring key identification branding and beautification elements. The current entryway at Greenbrier Drive and Congress Avenue requires renovations and upgrades. Over the past year, staff collaborated with design consultant Chen-Moore and Associates to develop a design that incorporates the Village branding, enhances beautification, and improves pedestrian and bicyclist access, as well as landscaping.

The project was advertised for bidding on October 3, 2024, and the Village received seven bid proposals. After reviewing these proposals, the Village recommends awarding the contract to Creative Contracting Group, identified as the lowest, most responsible, and responsive bidder, with a project cost not to exceed \$1,059,900.00. This project will be funded through the American Rescue Plan Act (ARPA) and Task Order No. 315.

FISCAL IMPACT:

The Agreement with Creative Contracting Group for the construction of the Greenbrier Drive and Congress Avenue Gateway Entrance Improvements project is being funded from Account No. 01441-56300 (TO No. 315) through ARPA at a cost not to exceed \$1,059,900.00. The FY 2025 approved budget for this project is \$900,000 and therefore the funding shortfall will derive from a redistribution of funds from the same account.

ATTACHMENTS:

1. Resolution No. 2024-67- Creative Contracting Group - ITB #2025B-0002
2. Creative Contracting Group - Full Bid Submittal - Greenbrier Entranceway
3. Bid Tab - Greenbrier - Congress
4. Agreement - Creative Contracting Group

RESOLUTION NO. 2024-67

A RESOLUTION OF THE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, TO APPROVE AN AGREEMENT WITH E & F FLORIDA ENTERPRISES, INC. D/B/A CREATIVE CONTRACTING GROUP FOR AN AMOUNT NOT TO EXCEED \$1,059,900.00, INCLUDING ARPA FUNDS FOR THE CONSTRUCTION OF THE GREENBRIER DRIVE AND CONGRESS AVENUE GATEWAY ENTRANCE, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs requires renovations and upgrades to the entryway at Greenbrier and Congress Avenue; and

WHEREAS, Public Works advertised ITB No. 2025B-002 - (TO #315) - in the Palm Beach Post, on October 3, 2024, and also posted on DemandStar; and

WHEREAS, Creative Contracting Group, located at 3141 Fortune Way, Suite 16, Wellington, FL 33414, submitted a proposal on November 4, 2024, to provide the construction renovations and upgrades to the entryway at Greenbrier and Congress Avenue; and

WHEREAS, the Village's Engineer, Chen Moore and Associates, Inc., and staff have reviewed and considered the proposal from Creative Contracting Group, and find that it is in the Village's best interest to approve the agreement.

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

Section 1: The Village of Palm Springs approves the agreement with Creative Contracting Group, (TO #315) for services of repairs and upgrades in the amount not to exceed \$1,059,900.00, including ARPA funds available from Account Number 01441-56300, for the construction of upgrades and renovations of the Greenbrier Drive and Congress Avenue Gateway Entrance.

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			
KIMBERLY SCHMITZ, MAYOR PRO TEM			
JONI BRINKMAN, COUNCIL MEMBER			
GARY READY, COUNCIL MEMBER			

The Mayor thereupon declared this Resolution duly passed and adopted this 12th day of December 2024.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY BY:

BY: _____
CHRISTY GODDEAU, VILLAGE ATTORNEY

SECTION 00400

BID SUBMISSION CHECKLIST

Project Name: Greenbrier Drive Gateway Project

Bid Number: 2025B-002

Bidders Name: Creative Contracting Group

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.
13. ☒ ARPA Documentation
14. ☒ Anti-Human Trafficking form
15. ☒ E-Verify

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 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>01</u>	<u>10/28/24</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

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

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BID FORM

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		
G-2	MOT	LS	1		
DEMOLITION					
D-1	REMOVE/DISPOSE EXIST CONCRETE	SY	720		
D-2	REMOVE/DISPOSE EXIST ASPHALT	SY	260		
D-3	REMOVE/DISPOSE OF EXISTING LIGHT POLE	EA	6		
D-4	REMOVE/DISPOSE OF BOLLARDS	EA	3		
D-5	NPDES	LS	1		
PAVING/GRADING					
C-1	MILL AND RESURFACE PAVEMENT TYPE SP-9.5 (1")	SY	1,600		
C-2	FURNISH AND INSTALL PAVEWAY SYSTEMS CROSSWALK	SY	130		
C-3	FURNISH AND INSTALL 4" THICK CONCRETE SIDEWALKS	SY	1,000		
C-4	FURNISH AND INSTALL 6" THICK CONCRETE DRIVEWAYS	SY	70		
C-5	FURNISH AND INSTALL ADA RAMP (INCL. MAT)	EA	8		
C-6	FURNISH AND INSTALL TYPE "F" CURB	LF	340		
C-7	FURNISH AND INSTALL TYPE "D" CURB	LF	460		
C-8	FURNISH AND INSTALL 8" LIMEROCK (OR CRUSHED CONCRETE) BASE	SY	80		
C-9	FURNISH AND INSTALL 12" STABILIZED SUBGRADE	SY	80		
C-10	SWALE RESTORATION	SY	2,600		
SIGNAGE/STRIPING					
S-1	FURNISH AND INSTALL THERMO STRIPING	LF	1,100		
S-2	FURNISH AND INSTALL WHITE LEFT TURN ARROW	EA	1		
S-3	FURNISH AND INSTALL WHITE RIGHT / THROUGH LANE ARROW	EA	1		
S-4	FURNISH AND INSTALL SPEED LIMIT SIGN	EA	1		
S-5	FURNISH AND INSTALL STOP SIGN	EA	2		
S-6	FURNISH AND INSTALL THERMO STOP BAR	EA	2		

S-7	FURNISH AND INSTALL AMBER II RPM	EA	100		
LANDSCAPE					
L-1	REMOVAL OF CANOPY TREES 12" - 24" CAL.	EA	1		
L-2	REMOVAL OF SINGLE TRUNK PALMS 10" - 18" CAL.	EA	18		
L-3	RELOCATE OF SINGLE TRUNK PALMS	EA	5		
L-4	F&I CRAPE MYRTLE, 14'HT, 5' SPRD, 3" CAL.	EA	14		
L-5	F&I LIVE OAK TREE, 18'HT, 3" CAL	EA	3		
L-6	F&I SPECIMEN LIVE OAK TREE, 20'-24" HT, 8'-10' SPRD, 4"-5" CAL	EA	6		
L-7	F&I COCONUT PALM, 18'GW	EA	26		
L-8	F&I ROYAL PALM, 18' GW	EA	5		
L-9	F&I SMALL LEAF CLUSIA, 30" HT	EA	120		
L-10	F&I AFRICAN IRIS, 18" HT	EA	140		
L-11	F&I PURPLE WALKING IRIS, 30" HT	EA	67		
L-12	F&I FOXTAIL FERN, 18" HT	EA	208		
L-13	F&I GREEN ISLAND FICUS, 18"X18"HT	EA	832		
L-14	F&I BLUE PACIFIC SHORE JUNIPER, 6"X12"HT	EA	91		
L-15	F&I BROWN MULCH	SF	9,903		
L-16	F&I ST. AUGUSTINE GRASS, SOD	SF	24,000		
L-17	FURNISH AND INSTALL ROOT BARRIER	LF	141		
L-18	F&I BLACK VINYL COATED CLF W/ SLATS INCL. 10' WIDE ACCESS GATE	LF	575		
L-19	IRRIGATION SYSTEM COMPLETE PER PLAN	LS	1		
STRUCTURAL					
ST-1	F&I GATEWAY MONUMENT SIGNS (NORTH/SOUTH)	LS	1		
ST-2	F&I LIGHT POLE BASE FOUNDATION	EA	6		
ST-3	REINSTALL EXISTING LIGHT POLE (electrical wire and conduit is existing)	EA	6		
A-1	UNFORESEEN CONTINGENCY ALLOWANCE	LS	1	50,000	50,000.00
BID TOTAL					

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

\$ _____

**ATTACHMENT 2
BID FORM**

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	136,000	136,000
G-2	MOT	LS	1	20,000	20,000
DEMOLITION					
D-1	REMOVE/DISPOSE EXIST CONCRETE	SY	720	27.00	19,440
D-2	REMOVE/DISPOSE EXIST ASPHALT	SY	260	27.00	7,020
D-3	REMOVE/DISPOSE OF EXISTING LIGHT POLE	EA	6	500	3,000
D-4	REMOVE/DISPOSE OF BOLLARDS	EA	3	1,000	3,000
D-5	NPDES	LS	1	3,000	3,000
PAVING/GRADING					
C-1	MILL AND RESURFACE PAVEMENT TYPE SP-9.5 (1")	SY	1,600	13.50	21,600
C-2	FURNISH AND INSTALL PAVEWAY SYSTEMS CROSSWALK	SY	130	227	29,510
C-3	FURNISH AND INSTALL 4" THICK CONCRETE SIDEWALKS	SY	1,000	72	72,000
C-4	FURNISH AND INSTALL 6" THICK CONCRETE DRIVEWAYS	SY	70	270	18,900
C-5	FURNISH AND INSTALL ADA RAMP (INCL. MAT)	EA	8	2200	17,600
C-6	FURNISH AND INSTALL TYPE "F" CURB	LF	340	60	20,400
C-7	FURNISH AND INSTALL TYPE "D" CURB	LF	460	50	23,000
C-8	FURNISH AND INSTALL 8" LIMEROCK (OR CRUSHED CONCRETE) BASE	SY	80	50	4,000
C-9	FURNISH AND INSTALL 12" STABILIZED SUBGRADE	SY	80	50	4,000
C-10	SWALE RESTORATION	SY	450	20	9,000
SIGNAGE/STRIPING					
S-1	FURNISH AND INSTALL THERMO STRIPING	LF	1,100	5.00	5,500
S-2	FURNISH AND INSTALL WHITE LEFT TURN ARROW	EA	1	1250	1250
S-3	FURNISH AND INSTALL WHITE RIGHT / THROUGH LANE ARROW	EA	1	1250	1250
S-4	FURNISH AND INSTALL SPEED LIMIT SIGN	EA	1	1800	1800
S-5	FURNISH AND INSTALL STOP SIGN	EA	2	1500	3,000
S-6	FURNISH AND INSTALL THERMO STOP BAR	EA	2	1250	2,500
S-7	FURNISH AND INSTALL AMBER II RPM	EA	100	36	3,600
LANDSCAPE					
L-1	REMOVAL OF CANOPY TREES 12" - 24" CAL.	EA	2	1,000	2,000
L-2	REMOVAL OF SINGLE TRUNK PALMS 10" - 18" CAL.	EA	18	750	13,500
L-3	RELOCATE OF SINGLE TRUNK PALMS	EA	5	600	3,000
L-4	F&I CRAPE MYRTLE, 14'HT, 5' SPRD, 3" CAL.	EA	14	1,000	14,000
L-5	F&I LIVE OAK TREE, 18'HT, 3" CAL	EA	3	2,000	6,000
L-6	F&I SPECIMEN LIVE OAK TREE, 20'-24" HT, 8'-10' SPRD, 4"-5" CAL	EA	6	3,000	18,000
L-7	F&I COCONUT PALM, 18'GW	EA	26	900	23,400
L-8	F&I ROYAL PALM, 18' GW	EA	5	1,000	5,000

L-9	F&I SMALL LEAF CLUSIA, 30" HT	EA	120	50	6000
L-10	F&I AFRICAN IRIS, 18" HT	EA	140	30	4200
L-11	F&I PURPLE WALKING IRIS, 30" HT	EA	67	40	2680
L-12	F&I FOXTAIL FERN, 18" HT	EA	208	20	4160
L-13	F&I GREEN ISLAND FICUS, 18"X18"HT	EA	832	15	12,480
L-14	F&I BLUE PACIFIC SHORE JUNIPER, 6"X12"HT	EA	91	20	1820
L-15	F&I BROWN MULCH	SF	9,903	1.00	9,903
L-16	F&I ST. AUGUSTINE GRASS, SOD	SF	24,000	0.80	19,200
L-17	FURNISH AND INSTALL ROOT BARRIER	LF	141	50	7050
L-18	F&I BLACK VINYL COATED CLF W/ SLATS INCL. 10' WIDE ACCESS GATE	LF	575	50	28,750
L-19	IRRIGATION SYSTEM COMPLETE PER PLAN	LS	1	33,987	33,987
L-20	LANDSCAPE LIGHTING COMPLETE PER PLAN	LS	1	43,400	43,400
STRUCTURAL					
ST-1	F&I GATEWAY MONUMENT SIGNS (NORTH/SOUTH)	LS	1	300,000	300,000
ST-2	F&I LIGHT POLE BASE FOUNDATION	EA	6	2,000	12,000
ST-3	REINSTALL EXISTING LIGHT POLE (electrical wire and conduit is existing)	EA	6	1500	9000
A-1	UNFORESEEN CONTINGENCY ALLOWANCE	LS	1	50,000	50,000.00
BID TOTAL			\$ 1,059,900.00		

ONE million, FIFTY nine thousand, nine hundred dollars and no cents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 180 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 210 calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid: ✓
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Contractor's License No.: GC1513410 [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - G. Required Bidder Qualification Statement with supporting data; and

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]*

E+F Florida Enterprises inc O/B/A creative Contracting Group

By:

[Signature]

Lisa Addis

[Printed name]

Lisa Addis

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.) ✓

Attest:

[Signature]

Frank Addis

[Printed name]

FRANK Addis

Title:

Secretary.

Submittal Date:

11-4-24

Address for giving notices:

3141 Fortune Way S16
Wellington Pl. 33414

Telephone Number: 561- 333-1445

Fax Number: 561- 333 -7894

Contact Name and e-mail address: Lisa Addis
creative contractor (a) comcast.net.

Bidder's License No.: CGC1513410
(where applicable)

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

Similar Jobs / Greenbrier Drive Gateway Entrance.
Creative Contracting and LISTED Subcontractors.

5. BIDDER shall have constructed at least five (5) similar scope projects within the past five years. List these projects below (or attach).

Project #1 Name: PATHWAY PARK Phase 2B

Contract Amount: 512,510.⁰⁰

Owner: Village of Palm Springs Phone No: 561-641-3419

Consultant /Engineer REG ARCHITECTS Phone No. 561-659-2383 ext 108

Owner Contact: Walter Sanchez Phone No. 561-641-3419

Description of Project: Approx 2 miles of sidewalks, driveways, curbing, asphalt, etc.

Date Completed: 3/10/21

Contract Schedule (days): 150 days

Actual Completion Schedule: 180 days (time extended due to change orders)

Project #2 Name: Love St Parking Lot Renovations

Contract Amount: 407,673.⁶⁷

Owner: Town of Jupiter Phone No: 561-741-2281

Consultant /Engineer Hazen & Sawyer Phone No. 561-997-8070

Owner Contact: Scott Esbener Phone No. 561-741-2281

Description of Project: Included sidewalks, driveways, curbing, asphalt, etc.

Date Completed: 6/4/2020.

Contract Schedule (days): 90 days

Actual Completion Schedule: 125 days (numerous C.O.'s requested by owner).

Project #3 Name: CASINO BUS STOP Improvements

Contract Amount: 144,900.⁰⁰

Owner: LMCE WORTH BEACH Phone No: 561-586-1720

Consultant /Engineer BAXTER + WOODWARD Phone No. 561-655-6175

Owner Contact: LMCE WORTH BEACH Phone No. 561-586-1720

Description of Project: roadway + sidewalk improvements, curbing, asphalt etc.

Date Completed: 7/2020

Contract Schedule (days): 120 days.

Actual Completion Schedule: 120 days.

Project #4 Name: NEW HAVEN & THE ISLAND curbing & Asphalt repairs

Contract Amount: 202,073.⁰⁰

Owner: TOWN OF JUPITER Phone No: 561-741-2281

Consultant /Engineer SUPERIOR ENG. PC. Phone No. 561-741-2467

Owner Contact: SCOTT ISBECNER Phone No. 561-741-2281

Description of Project: sidewalks, curbing, asphalt, multiple locations etc.

Date Completed: 8/27/20

Contract Schedule (days): 60 days.

Actual Completion Schedule: 60 days.

Project #5 Name: LAKEWOOD RD & PEO LANE Sidewalk improvements

Contract Amount: 229,000.

Owner: Village of Palm Springs Phone No: 561-641-3419

Consultant /Engineer Engelhardt Group + ICSHAWANZ Phone No. 561-655-1151
561-689-8600

Owner Contact: Walter Sanchez Phone No. 561-641-3419

Description of Project: 3 miles of sidewalks, curbing, asphalt, driveways etc.

Date Completed: 8/19

Contract Schedule (days): 120 days

Actual Completion Schedule: 150 days (numerous change orders req. by owner)

Project #6

BIDDER shall demonstrate the ability to complete projects on time within the contract completion dates. List ALL projects within the last three years (started, underway, or completed):

Project: LAKE CLARK Community Park Pickleball ball project

Contract Schedule (days) 150 days.

Actual Completion Schedule (days) 135 days (with 50K of added work) Just completed 7/17/20

See status on hand sheet. Hundred of projects completed and available upon request. & separate Reference Sheet Attached.

List ALL projects within the past five years (started, underway, or completed) in which liquidated damages (LD) were incurred, either directly or indirectly:



**3141 FORTUNE WAY SUITE 16
WELLINGTON, FL 33414
561-333-1445 / USECCG.COM
Lic # CGC1513410**

Firms Qualifications

E & F Florida Enterprises Inc. D/B/A Creative Contracting Group (CCG) is a full-service general contracting company, serving municipalities, residential, and commercial clients in South Florida. Established in 2003 by owner, Lisa Addis, CCG is a family run business that implements highly-personalized service as the hallmark of the firm. Lisa and her construction managers have over 50 years of experience. They are constantly reeducating themselves both through classrooms and in the field. We have completed thousands of contracts without any client ever being left unsatisfied. We have done projects as small as painting park benches to half million-dollar clubhouse buildouts and custom homes. We have a highly skilled crew and top-notch subs that can handle everything on this RFQ.

We have worked with numerous municipalities on all types of projects. We have worked at highly secured areas and sensitive landmarks as well. We have a highly experienced office staff that includes a project coordinator that works with the municipalities directly. He is with the bidding process from beginning to end. He will be available for all meetings and assist with any document requests, material questions, changes, or emergencies. We will have a project manager and a foreman assigned to every project as well. This insures prompt service, complaint resolution, effective employee performance, safety, and timely completion.

CCG prides itself on seamless integration of design and construction, bringing experienced subcontractors to each project—both women and men—with a shared mission to deliver ahead of schedule, under budget and at an unprecedented level of quality. Lisa considers her position at the helm of CCG as the ultimate service industry job, offering solutions informed by a thorough understanding of client needs, and realized through responsiveness and communication.

CCG maintains the highest standards in the contracting industry and is at the vanguard in implementing construction methods, tools, materials and techniques that meet the ever-developing ecological and safety requirements of the State of Florida. All CCG projects are considered through the company's values-driven philosophy, which emphasizes creativity, innovation, reliability, accountability, and sustainability.

Our main office is located at 3141 Fortune way, suite 16, Wellington, Fl 33414. Our main office number is 561-333-1445. Fax: 561-333-7894. Email: creativecontractor@comcast.net. Website: USECCG.com.

CCG also has a warehouse/ yard located in West Palm Beach. Our foreman and their skilled craftsmen meet at this location every morning to prepare for the day.

Our staff:

Lisa Addis , Vice President, Certified General Contractor. cell 561-876-2860 .
creativecontractor@comcast.net

Edmond D'eusanio, Project Manager, has been with company since its's inception and has over 25 years construction management experience. cell 561-718-7568. eddiepavers@gmail.com

Frank Addis, Project Manager, has over 17 years construction management experience as well as years of prior experience in the NYC Roofers Union. cell 561-306-5390. Frank197011@gmail.com

Project Coordinator, Joseph Patalano. He will be the direct contact for your agency during the projects. Besides handling the paperwork, he works closely with the entire staff to make sure everything runs smoothly. cell 561-291-1665. jepsales@comcast.net

Courtney Washington, Foreman, 561-951-9595

Hector Ramos, Foreman, 561-255-4196

Thanks,

Lisa Addis V.P.

CREATIVE CONTRACTING GROUP**Profit & Loss**January through December 2023

	<u>Jan - Dec 23</u>
Ordinary Income/Expense	
Income	
Construction Income	<u>4,377,544.45</u>
Total Income	<u>4,377,544.45</u>
Cost of Goods Sold	
Equipment Rental	692.20
Architectural Fees	1,600.00
Dump Fees	6,692.00
Engineering Fees	15,950.00
Materials	2,348,009.00
Permit Fees	42,793.89
Subcontractor	<u>862,166.42</u>
Total COGS	<u>3,277,903.51</u>
Gross Profit	<u>1,099,640.94</u>
Expense	
Advertising	13,180.00
Bank Service Charges	290.03
Bond Expense	25,260.00
Truck Expenses	184,079.28
Commission Expense	9,690.00
Computer Expense	1,465.35
Credit Card Processing Fees	482.45
Donations	800.00
Insurance	106,960.00
Lease of Office Equipment	2,588.77
License & Fees	328.75
Office Supplies	8,073.03
Payroll Expenses	296,159.00
Postage and Delivery	218.94
Professional Fees	5,050.00
Rent	38,792.36
Repairs and Maintenance	3,772.86
Taxes	29,130.66
Telephone	16,647.18
Travel and Entertainment	2,316.48
Utilities	<u>5,449.23</u>
Total Expense	<u>750,734.37</u>
Net Ordinary Income	<u>348,906.57</u>
Net Income	<u><u>348,906.57</u></u>

CREATIVE CONTRACTING GROUP**Profit & Loss**January through December 2022

	<u>Jan - Dec 22</u>
Ordinary Income/Expense	
Income	
Construction Income	<u>4,200,850.86</u>
Total Income	4,200,850.86
Cost of Goods Sold	
Equipment Rental	12,124.20
Architectural Fees	3,025.00
Engineering Fees	23,434.55
Materials	2,434,390.86
Permit Fees	59,918.58
Subcontractor	<u>823,781.92</u>
Total COGS	<u>3,356,675.11</u>
Gross Profit	844,175.75
Expense	
Advertising	16,754.00
Bank Service Charges	8.10
Bond Expense	22,409.00
Truck Expenses	85,565.38
Computer Expense	1,925.85
Contributions	275.00
Credit Card Processing Fees	675.90
Gift Expense	317.00
Insurance	92,555.57
Lease of Office Equipment	2,766.50
License & Fees	1,230.08
Office Supplies	2,713.53
Payroll Expenses	237,520.00
Payroll Processing Fees	416.66
Postage and Delivery	157.64
Printing & Reproduction	89.91
Professional Fees	18,640.05
Rent	36,885.71
Repairs and Maintenance	4,506.00
Security Expense	200.76
Taxes	29,871.16
Telephone	11,875.71
Travel and Entertainment	9,223.29
Utilities	<u>4,261.34</u>
Total Expense	<u>580,844.14</u>
Net Ordinary Income	<u>263,331.61</u>
Net Income	<u><u>263,331.61</u></u>

E&F FLORIDA ENTERPRISES INC
FOR THE 12 MONTHS ENDED
DECEMBER 31, 2021
UNAUDITED

Sales for year ended December 31,2021	4,075,196.

Cost of Sales	
Purchases	1,969,458.
Contract Labor	922,288.
Car & Truck expenses	186,574.
Dump Fees	1,500.
Freight	1,040.
Lawn Supplies	2,303.

Total Cost of Sales	3,083,163.
Gross Profit	992,033..
Expenses	
Advertising	9,961.
Bank charges	4,202.
Consultants	190,000.
Contract Labor	7,363.
Depreciation	78,089.
Dues & Subscriptions	343.
Equipment Leasing	3,049.
Exterminator	198.
Engineering Fees	400.
Insurance	67,423.
Job Site Mtc	45,998.
Office	2,349.
Office Supplies	5,151.
Payroll Fees	13,846.
Permits	15,450..
Professioal	63,688.

Protection	845.
Refunds	5,099.
Repair & Maintenance	59,662.
Rent.	40,117.
Taxes & License	18,065.
Telephone	5,480.
Travel	385.
Utilities & Water	6,286.
Wages	173,077.
Total Expenses	801,076.
Net Profit for 2021	190,057.

President
Lisa Addis



**3141 FORTUNE WAY S-16
WELLINGTON, FL 33414
561-333-1445 / USECCG.COM
Lic # CGC1513410**

REFERENCES

Village of Palm Springs / 226 Cypress Ln, Palm Springs FL / Village Hall N Flex Space Buildout / Andrew Klausner / (561) 584-8200,8721/ aklausner@vpsfl.org / \$309,300 / 2023 / Pathway Way Park, \$512,510, 2022 / Numerous other projects

Bellagio Resident's Ass. 6525 Bellagio Lakes Blvd. Lake Worth FL 33467/ Davika Dhanassar / 561-439-8211 / ddhanassar@castlegroup.com / complete clubhouse renovation and restaurant addition /\$547,426 / Pickleball courts 2021 / numerous other projects since 2008

Town of Jupiter / Scott Isberner / 561-741-2281 / scotti@jupiter.fl.us / JCP and ACP Tennis courts and pickleball conversion / \$349,500 / 2024 / Jupiter Love St / \$407,700 / 2020/ North and south pods \$274,743 2021 and numerous projects since 2018

Town of Lake Clarke Shores / Joseph Lobello / Town Manager / 561-964-1515 ext 119/ jlobello@lakeclarke.org / new Pickleball court, lighting, pavers, etc / completed 11/3/2023 / \$214,200

Dan Chase Development Inc / Dan Chase / 561-718-0747 / Additions / numerous projects since 2010

Huntington Lakes Development / Christine Villasis / 561-498-0228 / Constructed a new Guard House / 2023/ Pickleball courts/ roofs/ numerous projects since 2012

City of Lake Worth Beach / Shannon Garcia / sgarcia@lakeworthbeachfl.gov/ 561-586-1720 / 1749 3rd Avenue South / Memorial Park Renovations / \$339,300 / 2024 /Warehouse to Office Conversion / \$228,500 / 2021

Town of Lake Park / John Willie / 561-881-3345 ext. 647/ jwille@lakeparkflorida.gov / 7th St Pocket Park / \$174,910 / 2023

Village of Wellington Dept of Economic Sustainability / Gloria Kelly / 561-791-4105 / numerous projects on homes for past six years

Constructed (2) Chris Taverna Restaurants and numerous additions in Lake worth and Boynton beach / Chris Charoudis / 561-602-5382.

Gilman Residence / 13588 Paisley dr. Delray Beach Fl / Lori Gilman / 917-913-7970 / noahlucky@aol.com. / Addition and renovation / \$214,295 / 3/2024

Liebman residence / 2717 Eleanor Way Wellington Fl / Lisa Liebman / 561-676-3380 / justbounceinc1@yahoo.com / Home renovation / \$239,017/ 6 / 2024

Zito Residence / 13076 Meadow breeze dr. Wellington Fl / Joseph Zito / 561-876-6742 / 01joezito@gmail.com / Addition and renovation / \$158,900 / 03/ 2023

Medivalue LLC, 3381 Fairlane Farms Rd. Wellington Fl 33414 / Tiffany Rodriguez / trodriguez@ctcpharmacy.com / 561-350-3961 / Complete remodel of 8,000 feet office space / \$110,230

Village of Wellington / Marco Roselli / 561-791-4127/ mroselli@wellingtonfl.gov / numerous projects since 2018

Buena Vida HOA / Kerri Deily / 561-422-9191 ext 260/ kdeily@castlegroup.com / Pickleball courts/ 2022 and numerous other projects since 2015

Valencia Pointe HOA/ Megan Talbott / 561-424-9478 / mtalbott@castlegroup.com numerous projects since 2017

Isles at Wellington HOA / Bob Winterfelt / 561-632-8129 / bob@unitedcommunity.net / numerous projects since 2010

Baywinds HOA, WPB / Matt Ball / 561-791-3155 / mball@castlegroup.com / numerous projects since 2008

Broward County Housing Authority / Highland Gardens Complex / 331 NE 48th St. Deerfield Beach / Derrick Morgan / 954-275-6408 / dmorgan@bchafl.org /

City of Lauderdale Lakes / Robin Sooden / 954-535-2758 / RobinS@lauderdalelakes.org / numerous projects since 2018

Institute for Women's Heath, 5507 South Congress Ave Atlantis, Fl / Madeline Christopher / 561-548-3625 / Complete remodel of 6,500 feet office space in 2018 / \$262,420

Palm Beach County Dept of Economic Sustainability / Mani Berjano / 561-233-3682 / numerous projects since 2013

Edith Steinhouse 9834 San Luca St. Lake Worth Fl 33467 / 732-261-2458 / epsrwc@comcast.net / Complete rehab of entire home including roof from just block due to fire / completed in 2017 / \$276,700

Hundreds of other projects and references available upon request.

Thanks, Lisa Addis V.P.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/01/2024

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 Insured Choice of North America 706 W. Boynton Beach Blvd. #110 Boynton Beach FL 33426		CONTACT NAME: Troy Sissom PHONE (A/C No. Ext): (561) 736-6022 E-MAIL ADDRESS: ginger@insuredchoice.com FAX (A/C No.): (561) 736-6052	
INSURED E & F Florida Enterprises Inc dba Creative Contracting Group #CGC1513410 3141 Fortune Way Suite 16 Wellington FL 33414		INSURER(S) AFFORDING COVERAGE INSURER A: JAMES RIVER INS CO INSURER B: JAMES RIVER INS CO INSURER C: INSURER D: INSURER E: INSURER F:	

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			00115201-3	04/05/2024	04/05/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☒ UMBRELLA LIAB ☐ OCCUR ☒ EXCESS LIAB ☒ CLAIMS-MADE DED RETENTION \$			00153583-0	04/05/2024	04/05/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 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)

CERTIFICATE HOLDER**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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E&FFL-1

OP ID: NG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/07/2024

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 Workers Compensation Group P O Box 410 Boca Raton, FL 33429-0410 Cspeo Consulting LLC	561-392-3300	CONTACT NAME: PHONE (A/C, No, Ext): 561-392-3300 E-MAIL ADDRESS: certs@workerscompgroup.com	FAX (A/C, No): 561-361-1132
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : FCBI Fund	15764
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

INSURED
E&F Florida Enterprises, Inc
DBA Creative Contracting Group
3141 Fortune Way # 16
Wellington, FL 33414

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 ☐ PROJECT ☐ LOC ☐						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐						BODILY INJURY (Per person) \$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR ☐						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE ☐						AGGREGATE \$
	DED ☐ RETENTION \$ ☐						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			10667977-2024	04/16/2024	04/16/2025	PER STATUTE ☒ OTHER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NF)	Y/N ☐	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

PROOF OF

Proof of Insurance Only
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXX

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/24/2024

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 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 Floridian Coastline Group 2450 E Commercial Blvd Suite 203 Ft Lauderdale FL 33308	CONTACT NAME: Ana Grajales PHONE (A/C, No, Ext): (954) 302-4531 E-MAIL ADDRESS: ana@floridiancoastline.com FAX (A/C, No): (954) 692-3941
INSURED E&F FLORIDA ENTERPRISES, INC DBA CREATIVE CONTRACTORS GROUP 3141 FORTUNE WAY STE 16 WELLINGTON FL 33414	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL16122103216

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 ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ UM \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			BA-6N351568	10/03/2024	10/03/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UM \$ 500,000
	UMBRELLA LIAB EXCESS LIAB DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ UM \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 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)

CERTIFICATE HOLDER

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 Juan Carlos Cruz/ANA

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

ADDIS, LISA M.

CREATIVE CONTRACTING GROUP
3141 FORTUNE WAY
SUITE 16
WELLINGTON FL 33414

LICENSE NUMBER: CGC1513410

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/17/2024

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.



State of Florida

Department of State

I certify from the records of this office that E&F FLORIDA ENTERPRISES INC. is a corporation organized under the laws of the State of Florida, filed on October 9, 2003.

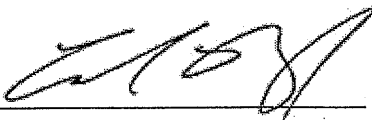
The document number of this corporation is P03000112054.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on April 3, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Tenth day of October, 2023*




Secretary of State

Tracking Number: 6891882504CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



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****
3141 fortune WAY BAY 16
WELLINGTON, FL 33449

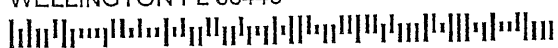
TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
GENERAL CONTRACTOR	ADDIS LISA M	CGC1513410	B24.619522 07/09/2024	\$27.50	B40138584

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



6
7-2102

E AND F FLORIDA ENTERPRISES INC
CREATIVE CONTRACTING GROUP
3141 FORTUNE WAY BAY 16
WELLINGTON FL 33449



STATE OF FLORIDA
PALM BEACH COUNTY

2024 / 2025 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 201465581
EXPIRES: 09/30/2025

This receipt MUST be conspicuously displayed at the place of
business and in such a manner as to be open to the view of the
public.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Profit Corporation
E&F FLORIDA ENTERPRISES INC.

Filing Information

Document Number	P03000112054
FEI/EIN Number	20-0261053
Date Filed	10/09/2003
State	FL
Status	ACTIVE

Principal Address

4210 sea mist way
wellington, FL 33449

Changed: 05/01/2013

Mailing Address

17682 SEALAKES DRIVE
BOCA RATON, FL 33498

Registered Agent Name & Address

BUDNER, MORDECAI
17682 SEALAKES DRIVE
BOCA RATON, FL 33498

Officer/Director Detail

Name & Address

Title VP

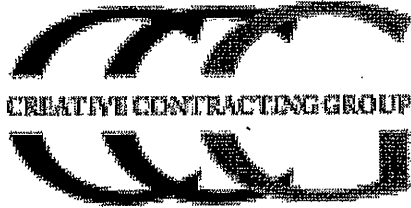
ADDIS, LISA
17682 SEALAKES DRIVE
BOCA RATON, FL 33498

Title Secretary

ADDIS, FRANK
11376 REGATTA LANE
WELLINGTON, FL 33449

Annual Reports

Report Year	Filed Date
-------------	------------



3141 FORTUNE WAY SUITE 16
WELLINGTON, FL 33414
561-333-1445 / USECCG.COM
Lic # CGC1513410

Minutes of Special Meeting for E & F Florida Enterprises Inc. held on 1/31/22 at 3141 Fortune Way S-16, Wellington Fl 33414 :

Frank Addis, Secretary, called the meeting to authorize Lisa Addis, V.P. to sign and bind any and all documentation with regard to this company.

On motion duly made and carried, the meeting proceeded to approve the authorization.

Lisa Addis has the authority to sign all documents as stated above. There being no further business, the meeting is adjourned.

Frank Addis, Secretary

A handwritten signature in black ink, appearing to read 'Frank Addis', is written below the typed name.

CORPORATE RESOLUTION
OF
E&F FLORIDA ENTERPRISES, INC D/B/A CREATIVE CONTRACTING GROUP

We, the undersigned, being all the Directors of E&F FLORIDA ENTERPRISES, INC D/B/A CREATIVE CONTRACTING GROUP, in the form prescribed by the Florida Financial Services Commission and Chapter 517 of the Florida Statutes, organized and existing under the laws of Florida, and having its principal place of business at 3141 FORTUNE WAY, SUITE 16, WELLINGTON, Florida 33414 (the "Corporation"), hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Directors of the Corporation duly held and convened on March 23, 2018, at which a quorum of the Board of Directors was present and voting throughout, and that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect:

Therefore, it is resolved:

THIS RESOLUTION IS BEING MADE TO CONFIRM AND VERIFY THAT LISA ADDIS IS A HUNDRED PERCENT OWNER OF E&F FLORIDA ENTERPRISES, D/B/A CREATIVE CONTRACTING GROUP. A FLORIDA CORPORATION FORMED IN 2003.

By affirmative votes noted as signatures below, a majority vote of the Members of E&F FLORIDA ENTERPRISES, INC D/B/A CREATIVE CONTRACTING GROUP with authority to bind the Company approves the form and content of this resolution, to be effective immediately.

DIRECTORS

Frank Addis

FRANK ADDIS

Secretary

Lisa Addis
ATTEST (SECOND OFFICER)

3-26-2018

Date

Joseph Patalano

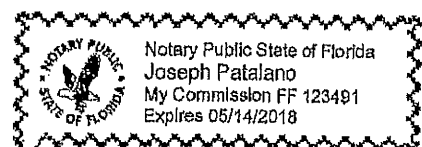
NOTARY PUBLIC

NOTARY PUBLIC

3-26-18

Date

Circle this L.S. as there is no corporate seal.



Lisa Addis

4310 Sea Mist Way
Wellington, FL 33449
(561)-333-1445
lisaaddis@comcast.net

Vice President of Creative Contracting Group with a 17-year record of success overseeing all phases of the day to day operations of the company. Backed by strong credentials and a proven history of on-time, on-budget and high-quality project completions.

Professional Experience

CREATIVE CONTRACTING GROUP

Vice President, October 2003 – Present

- Manage and strengthen relationships with clients, architects, engineers, building officials and bank representatives
- Supervise and motivate team of employees and subcontractors
- Payroll and Budgeting
- Expert efficiency with reading blueprints, building codes, and permits
- Manage and conduct meetings with clients and product representatives
- Manage materials and maximize resources
- Site Safety / OSHA Compliance
- Manage project timelines and contract negotiations
- Bidding / Estimating / Proposals

Licenses

FLORIDA CERTIFIED GENERAL CONTRACTOR

FLORIDA CERTIFIED REAL ESTATE BROKER

Frank Addis

11376 Regatta Ln
Wellington, FL 33449
(561)-306-5390
frank197011@gmail.com

Construction manager with a 17-year record of success overseeing all phases of construction projects. Backed by strong credentials and a proven history of on-time, on-budget and high-quality project completions.

Professional Experience

CREATIVE CONTRACTING GROUP

Operations Supervisor, October 2003 – Present

- Construction / Demolition Projects
- Home Improvement Projects
- Site Safety / OSHA Compliance
- Change Order Management
- Budgeting & Cost Controls
- Bidding / Estimating / Proposals
- Subcontractor / Crew Supervision
- Preparing Project Initiation Documentation
- Preparing Progress Reports

Joseph Patalano

11144 Marina Bay Rd
Wellington, FL 33449
(561)-291-1665
jepsales@comcast.net

Project Coordinator with a 10 year record of success managing all phases of construction projects. Backed by strong credentials and a proven history of on-time, on-budget and high-quality project completions.

Professional Experience

CREATIVE CONTRACTING GROUP

Project Coordinator, October 2013 – Present

- Direct Liaison Between Outside Agencies and our Staff
- Bidding / Estimating / Proposals
- Change Order Management
- Budgeting & Cost Controls
- Preparing Project Initiation Documentation
- Preparing Progress Reports
- Site Safety / OSHA Compliance

FLORIDA EASTCOAST RAILROAD POLICE

Supervisor, March 2010 –October 2013

NEW YORK CITY POLICE DEPARTMENT

Sergeant, September 2000 –July 2008

Police Officer. July 1988- September 2000

Edmond D'Eusanio

11201 Pine Valley Dr
Wellington, FL 33414
(561)-718-7568
eddiepavers@gmail.com

Construction operations manager with a 22-year record of success overseeing all phases of construction projects and sales. Backed by strong credentials and a proven history of on-time, on-budget and high-quality project completions.

Professional Experience

CREATIVE CONTRACTING GROUP

Operations and Sales Supervisor, October 2003 – Present

- Establishes Relationships with Property Management Companies
- Bidding / Estimating / Proposals
- Budgeting & Cost Controls
- Site Safety / OSHA Compliance
- Change Order Management
- Subcontractor / Crew Supervision
- Preparing Project Initiation Documentation
- Preparing Progress Reports



3141 FORTUNE WAY SUITE 16
WELLINGTON, FL 33414
561-333-1445 / USECCG.COM
Lic # CGC1513410

SAFETY HISTORY

E & F Florida Enterprises Inc. has had zero occupational injuries and illnesses, zero OSHA citations and Notices of Penalty, and zero safety citations or violations in the past five years.

All of our subcontractors and suppliers will not be in excess of 10% of total bid.

Thanks,

Lisa Addis V.P.

BID BOND

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

BIDDER (Name and Address):

E&F Florida Enterprises Inc DBA Creative Contracting Group
3141 Fortune Way, S-16
Wellington, FL 33414

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

United States Fire Insurance Company
305 Madison Avenue,
Morristown, NJ 07960

OWNER (Name and Address):

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

BID

Bid Due Date: November 4, 2024

Description: Greenbrier Drive and Congress Ave EntranceWay Improvements Project

BOND

Bond Number: n/a

Date: November 4, 2024

Penal sum Five Percent of Amount Bid \$ 5%

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

E&F Florida Enterprises Inc DBA Creative Contracting Group (Seal)

Bidder's Name and Corporate Seal

By:

Lisa Addis

Signature

Lisa Addis

Print Name

V.P.

Title

Attest:

Frank Addis

Signature

Frank Addis

Title

Secretary

SURETY

United States Fire Insurance Company (Seal)

Surety's Name and Corporate Seal

By:

Brett Rosenhaus

Signature (Attach Power of Attorney)

Brett Rosenhaus

Print Name

Attorney-in-Fact

Title

Attest:

Kailee Rosenhaus

Signature

Title Kailee Rosenhaus, Witness

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said

statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

0272523

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Brett Rosenhaus, Dale Belis, Christian Collins

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000)**.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2024.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

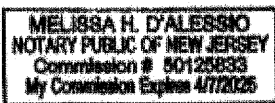
UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Melissa H. D'Alessio

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 4th day of November 2024

UNITED STATES FIRE INSURANCE COMPANY



Alfred N. Wright, Senior Vice President

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) <u>ALL American Asphalt</u>
<u>4311 Okeechobee Blvd #46</u>
<u>WPA FL 33409</u> | <u>Asphalt paving</u> |
| (2) <u>Line Technology, LLC.</u>
<u>14974 75th Ln NW</u>
<u>WPA FL 33470</u> | <u>thermo Stripping</u> |
| (3) <u>KASE Services LLC</u>
<u>8185 Via Ancho Rd.</u>
<u>Boca Raton FL 33433</u> | <u>electrical</u> |
| (4) <u>AMS. Irrigation Services</u>
<u>120 Sunflower Circle</u>
<u>Royal Palm Beach FL 33411</u> | <u>Irrigation</u> |
| (5) <u>Cemex</u>
<u>1817 7th Ave N</u>
<u>Wke Worth FL</u> | <u>concrete</u> |
| (6) <u>Sigarama</u>
<u>2353 N Military rd</u>
<u>WPA FL 33409</u> | <u>monument sig.</u> |
| (7) <u>VARIOUS Nurseries + landscape</u> | <u>Landscaping</u> |

Companies with the best products available.

BIDDER: Creative Contracting Group

By: Lr Addis

Name: LISA Addis

Title: V.P.

Date: 11-3-24

00431-1

TABULATION OF SUBCONTRACTORS
AND SUPPLIERS

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 | \$ <u>0</u> |
| 2. Special Shoring | \$ <u>0</u> |

Identify method of compliance for Item #1: N/A Less than 5 FT.

Identify or attach a copy of Special Shoring Requirements for Item #2: N/A Less than 5 FT.

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: Creative Contracting Group

By: Lr Addis

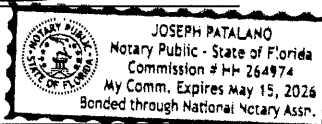
Name: Lisa Addis

Title: V.P.

Sworn to and subscribed before me this 3rd day of November, 2024

Notary Public

My Commission Expires: _____



QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT
PERMITTED BY LAWS AND REGULATIONS

1. SUBMITTED BY:

Official Name of Firm:

Address:

ETF Florida Enterprises INC.
D/B/A Creative Contracting Group
3141 Fortune Way S-16
Wellington FL 33414

2. SUBMITTED TO:

3. SUBMITTED FOR:

Owner:

Project Name:

Village Clerks Office

ITB # 2025B-002

Village of Palm Springs

Greenbrier Drive Gateway Entrance

TYPE OF WORK:

sidewalks, driveways, curbing,
stripping, landscaping, fencing,
signage, etc.

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person:

Title:

Phone:

Email:

Lisa Addis
V.P.
561-333-1445
creativecontractor@a.comcast.net.

5. AFFILIATED COMPANIES:

Name:

Address:

N/A

6. TYPE OF ORGANIZATION:

☐ SOLE PROPRIETORSHIP

Name of Owner:

Doing Business As:

Date of Organization:

☐ PARTNERSHIP

Date of Organization:

Type of Partnership:

Name of General Partner(s):

☒ CORPORATION

State of Organization:

Date of Organization:

Executive Officers:

- President:

- Vice President(s):

- Treasurer:

- Secretary:

Florida

10/09/2003

N/A

LISA Addis

N/A

FRANK Addis

☐ LIMITED LIABILITY COMPANY

State of Organization:

Date of Organization:

Members:

N/A

☐ JOINT VENTURE

Sate of Organization:

Date of Organization:

Form of Organization:

Joint Venture Managing Partner

- Name:

- Address:

N/A

Joint Venture Managing Partner

- Name:

- Address:

N/A

Joint Venture Managing Partner

- Name:

- Address:

N/A

7. LICENSING

Jurisdiction: STATE of Florida
Type of License: Certified General Contractor
License Number: CGC 1513410
Jurisdiction: _____
Type of License: N/A
License Number: _____

8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: N/A
Minority Business Enterprise: N/A
Woman Owned Enterprise: yes - none current
Small Business Enterprise: yes - none current.
Other (_____): _____

9. BONDING INFORMATION

Bonding Company: Acrisure
Address: 220 Congress Park Dr. S-100
Delray Beach FL 33445
Bonding Agent: Kailee Rosenhaus
Address: S/A/A

Contact Name: Kailee Rosenhaus
Phone: 561-454-8202
Aggregate Bonding Capacity: one million
Available Bonding Capacity as of date of this submittal: one million

EJCDC® C-451, Qualifications Statement.

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and American Society of Civil Engineers. All rights reserved.

10. FINANCIAL INFORMATION

Financial Institution: BANK OF AMERICA
Address: 4364 S. STATE RD 7
LAKE WORTH FL 33449
Account Manager: IDA VIRRELLI
Phone: 561-642-4426

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 details 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 details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☒ NO

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

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: Joseph Patalano

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. N/A NO INCIDENTS

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.

N/A NONE

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.

N/A NONE

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): N/A NONE OVER 10%

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

YEAR	<u>2023</u>	EMR	<u>.89</u>
YEAR	<u>2022</u>	EMR	<u>.89</u>
YEAR	<u>2021</u>	EMR	<u>.90</u>
YEAR	<u>2020</u>	EMR	<u>.88</u>
YEAR	<u>2019</u>	EMR	<u>.87</u>

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

YEAR	<u>2023</u>	TRFR	<u>0</u>
YEAR	<u>2022</u>	TRFR	<u>0</u>
YEAR	<u>2021</u>	TRFR	<u>0</u>
YEAR	<u>2020</u>	TRFR	<u>0</u>
YEAR	<u>2019</u>	TRFR	<u>0</u>

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

YEAR	<u>2023</u>	TOTAL NUMBER OF MAN-HOURS	<u>97,300</u>
YEAR	<u>2022</u>	TOTAL NUMBER OF MAN-HOURS	<u>96,000</u>
YEAR	<u>2021</u>	TOTAL NUMBER OF MAN-HOURS	<u>95,500</u>
YEAR	<u>2020</u>	TOTAL NUMBER OF MAN-HOURS	<u>94,700</u>
YEAR	<u>2019</u>	TOTAL NUMBER OF MAN-HOURS	<u>96,200</u>

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	<u>2023</u>	DART	<u>0</u>
YEAR	<u>2022</u>	DART	<u>0</u>
YEAR	<u>2021</u>	DART	<u>0</u>
YEAR	<u>2020</u>	DART	<u>0</u>
YEAR	<u>2019</u>	DART	<u>0</u>

13. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

attached

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: Creative Contracting Group

BY: Lu Addis

TITLE: V.P.

DATED: 11-3-24

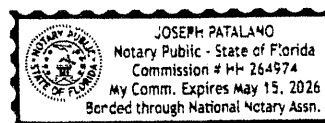
NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 3rd DAY OF November, 2023

NOTARY PUBLIC - STATE OF FL.

MY COMMISSION EXPIRES: 5/15/26



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. ✓

SCHEDULE A
CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Remembrance Park Village of TEQUESTA	Name: Doug Chambers Address: 136 Bridge Rd TEQUESTA FL 33469 Telephone: 561-768-0483	Name: Jonathan Haigh Company: Kimley-Horn Telephone: 561-840-0233	4-11-24	Construct a new PARK from scratch	40%	1,176,900
MARIANA EVENT CENTER REFRESH PROJECT City of Riviera Beach	Name: Todd Bowser Address: 600 W Blue Heron Blvd Riv Bch 33404 Telephone: 561-844-3408	Name: N/A Company: Telephone:	4-22-24	INTERIOR & EXTERIOR PAINTING / Flooring	70%	143,900
DUNE CROSSOVER Y6 SHOWER RENOVATIONS TOWN OF JUPITER	Name: Bill Grieve Address: 210 Military Trl JUPITER, FL 33458 Telephone: 561-741-2215	Name: Hannah Pivack Company: Kimley-Horn Telephone: 561-629-1382	3-2-24	Install new Shower, water Fountain & sidewalks	95%	59,300
JUPITER ABOCCA PARK TENNIS COURT FENCING TOWN OF JUPITER	Name: Scott Esberner Address: 210 Military Trl. JUPITER FL 33458 Telephone: 561-741-2281	Name: S/A/ contract. Company: Telephone:	7-16-24	DEMO + Install new FENCING + Sidewalks	80%	249,300
MADDOCK PARK ADA RAMP REPLACEMENT TOWN OF LANTANA	Name: Nadine M. Shawah Address: 510 W Pine St LANTANA, FL 33462 Telephone: 561-540-5754	Name: Carly-cliff Derosier Company: Kimley-Horn Telephone: 561-421-1640	6-27-24	DEMO + Install new ADA RAMP + Railings + Sidewalk.	80%	63,625.
WTP LABS Building REHAB Village of Palm Springs	Name: Andrew Klausner Address: 226 Cypress Ln Palm Springs, FL 33461 Telephone: 561-584-8721	Name: S/A/ contract Company: Telephone:	7-18-24	REHAB LABS Building, inc plumbing, elect, A/C, paint etc.	90%	259,300
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B

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

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
7th ST Pocket Park	Name: TOWN OF LAKE PARK Address: 535 PARK AVE LAKE PARK FL Telephone: 561-881-3345/6647	Name: John Willie Company: TOWN OF LAKE PARK Telephone: 561-881-3345/6647	7-5-23 NTP/START DATE 9-14-23	Construct a new park with a gazebo, fountains, electric, landscaping	100%	174,910.00
JUPITER Community Park Tennis Court Resurfacing + ACP Paric Pickleball CONVERSIONS	Name: TOWN OF JUPITER Address: 240 Military Trail Jupiter FL Telephone: 561-741-2281	Name: Scott Ishner Company: TOWN OF JUPITER Telephone: 561-741-2281	10-17-23 NTP/START DATE 1-8-24	Resurfacing Tennis courts and conversion to pickleball Cts sidewalk fencing	100%	349,500
Memorial Park MODIFICATIONS	Name: City of Lake Worth Beach Address: 7 NORTH DIXIE HWY L.W. FL 33460 Telephone: 561-586-1720	Name: Michael Pierce Company: City of L.W. Beach Telephone: 561-586-1720	Actual Start Date 6-5-23	Modify & extend a concession stand, Restrooms, Storage	100%	339,300
13657 Yarmouth Ct Wellington FL	Name: Jason Bonilla Address: 13657 Yarmouth Ct Wellington FL 33414 Telephone: 561-312-8706	Name: Gloria Kelly Company: Village of Wellington Telephone: 561-791-4105	2-5-24	Remove & install new sunshade roof	100%	20,900
Renovating Guardhouse at Valencia Pointe HOA	Name: Megan Talbott Address: 6395 Castle Gate Blvd Boynton Beach FL Telephone: 561-424-9478	Name: N/A Company: Telephone:	1/24/24	Renovating a Guardhouse interior.	100%	58,200
Club house Renovations at Buena Vista HOA	Name: Kerri Deily Address: 1961 Via Buena Vista Wellington FL Telephone: 561-422-9191 X260	Name: N/A Company: Telephone:	2/8/24	Clubhouse Renovations	100%	69,675
Club house Renovations at Bellagio HOA	Name: Damika Dhannasay Address: 6525 Bellagio Lakes Blvd Lake Worth FL Telephone: 561-439-8211	Name: N/A Company: Telephone:	1/18/24	Clubhouse Renovations	100%	39,800

SCHEDULE B

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

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Huntington Guardhouse	Name: Christine Villasis Address: 7355 Huntington Ln Delton FL 33446 Telephone: 561-498-0228	Name: Greg VannBuckle Company: VannBuckle Telephone: 772-634-2289	7-24-23	Constructed a new guardhouse also, curbing & pavers.	100%	262,953
Community Park Pickleball project	Name: Joe Lobello Address: 1701 Barbados Rd. Lake Clarke Shores FL Telephone: 561-964-1515	Name: Keith Jackson Company: En Genuity Group Telephone: 888-655-1151	11-3-23	Constructed new pickleball CTS. sidewalks, lighting	100%	214,200
Village Hall Flex space	Name: Warren Sanchez Address: 226 Cypress Ln Palm Springs, FL Telephone: 561-641-3419	Name: Christine Merna Company: Warriman Group Telephone: 561-659-2382	2/2022	Constructed 2000 sq ft of new offices	100%	309,300
Valencia Point Pickleball & Bocce CT.	Name: Megan Talbot Address: 6395 Castle Gate Blvd Bonita Bch 33487 Telephone: 561-424-0238	Name: Greg Buckle Company: VannBuckle Telephone: 772-634-2289	9/22	Constructed Pickleball & Bocce CTS.	100%	91,667
Polo Club concrete Restoration	Name: Erica Long Address: 13388 Polo Rd W Wellington FL Telephone: 561-351-6146	Name: Farin Abucattos Company: Project Classic LLC Telephone: 954-667-7803	11/22	Concrete restoration to a two story building complex	100%	287,600
Love St Parking Lot	Name: Scott Isberner Address: 210 Military Trl. Superior FL Telephone: 561-741-7719	Name: Mike Lowe Company: Hazen + Sawyer Telephone: 561-997-8070	11/2019	Sidewalks Asphalt curbing landscaping lighting	100%	407,700
Town Hall Pavers + Sidewalks	Name: Marco Rosselli Address: 12300 Proctor Hall Rd Wellington FL Telephone: 561-791-4127	Name: N/A Company: N/A Telephone:	6/20	Sidewalks curbing pavers	100%	26,590

EJCDC® C-451, Qualifications Statement.

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SCHEDULE B

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

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
11794 Rene LA Costa PL Addition	Name: Dan Chase Address: 11798 Polo Club Rd Wellington FL Telephone: 561-718-0747	Name: S/O CONTRACTOR Company: Telephone:	6/23	Constructed an addition to a home	100%	139,000
Bellagio HOA Pickle ball courts	Name: DANIELA Dhanasser Address: 6525 Bellagio Lakes Lake Worth FL Telephone: 561-439-8211	Name: Greg Buckle Company: Vann Buckle Telephone: 772-634-2289	6/20	Constructed Four Pickleball cts, Asphalt curbing, etc	100%	190,000
Jupiter North & South pods renovation	Name: Scott Esberner Address: 210 Military Trl. Jupiter FL Telephone: 561-741-2281	Name: Brett Johnson Company: Kimberly Horn Telephone: 561-845-0665	3/21	Parking Lot Improvements BATHROOMS ASPHALT CURBING	100%	279,000
Edwards Residence	Name: Joan Edwards Address: 12198 Overlook Ln Wellington FL Telephone: 561-306-0130	Name: N/A Company: Telephone:	12/21	Home Remodel Kitchen, bath flooring etc.	100%	63,500
Greenacres Volleyball	Name: Dario Rubio Address: 2400 Pinehurst Dr. Greenacres FL Telephone: 561-642-2072	Name: IN House. Company: Telephone:	12/21	Constructed Four volleyball cts.	100%	90,860
Village of Wellington	Name: Gloria Kelly Address: 12300 Forest Hill Blvd Wellington FL Telephone: 561-791-4105	Name: N/A Company: Telephone:	Numerous projects for past 8 years	Home Remodels, roofs, etc	100%	Various up to 100,000
PATHWAYS PARK	Name: Walter Sanchez Address: 226 Cypress Ln Palm Springs FL Telephone: 561-641-3419	Name: WGE Company: Kristen Siegel Telephone: 561-687-2220	4/21	SIDEWALKS DRIVEWAYS CURBING, Sod SIGNAGE	100%	512,510.

SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

ITEM	PURCHASE DATE	CONDITION	ACQUIRED VALUE
2014 Mitsu Fuso Landscape Truck	2014	Good	50,000
2007 Mitsu Fuso Landscape Truck	2007	Good.	40,000
Ford E-350 Box truck.	2016	Good	15,000
Caterpillar Excavator 252B	2014	Great	50,000
NEW Holland Excavator L185	2010	Great	40,000
2001 Blast/trail Power Wash trailer	2015	Good.	20,000
2004 Cont/trail Flat trailer	2015	Great.	5,000
MISC. BOBCATS	VARIOUS	Great	VARIOUS AMTS.
MISC. generators	↓	↓	↓
MISC. Chipping hammers	↓	↓	↓
MISC. Wet Saws	↓	↓	↓
MISC. power tools	↓	↓	↓
MISC. Hardscaping tools	↓	↓	↓

SECTION 00452
BIDDER'S STATEMENT OF DISPUTES, LITIGATION,
ARBITRATION, AND SURETY COMPLETION
LAST THREE (3) YEARS

<u>PROJECT</u>	<u>NAME AND ADDRESS OF OWNER OR ENGINEER</u>	<u>NAME AND PHONE OF OWNER OR ENGINEER REPRESENTATIVE</u>	<u>DATE OF CONTRACT</u>	<u>AMOUNT</u>	<u>STATUS</u>
N/A	None				

Signed) Dr. Addis

SECTION 00453
NONCOLLUSION AFFIDAVIT

TO: The Village of Palm Springs, herein called the "Owner."

Pursuant to bidding requirements for the work titled "Greenbrier Dr. Gateway Entrance. ITB# 2025B-002,"

the enclosed contract documents shall be provided to the Owner.

State of Florida

County of Palm Beach

LISA Addis, being first duly
(Officer's Name)

sworn, deposes, and says that:

1. He\She is V.P. (officer's title)
of _____ (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)

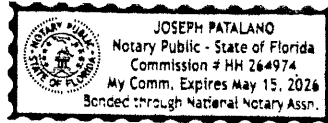
Lu Addis

Subscribed and sworn to before me

this 3rd day of November, 2024

Notary

Notary Public



My commission expires _____

SECTION 00454
DRUG-FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that Creative Contracting Group (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."

Lu Baddie

Authorized Signature

11-3-24

Date Signed

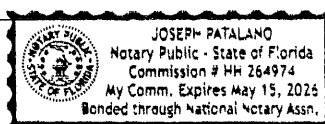
State of: Florida

County of: Palm Beach

Sworn to and subscribed before me this 3rd day of NOVEMBER, 2024

Personally known or Produced Identification N/A
(Specify Type of Identification)

Signature of Notary



My Commission Expires

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 LISA Addis, who, being by me first duly sworn, made the following statement:

1. The business address of Creative Contracting Group
(firm name of Bidder/Contractor)

is 3141 Fortune Way S-16 Wellington FL 33414

2. My relationship to Creative Contracting Group
(firm name of Bidder/Contractor)

is Vice President
(relationship such as sole proprietor, partner, president, vice president)

3. I understand that a "public entity crime" as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime; or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime; or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate; or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Bidder/Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Bidder/Contractor, nor any affiliate of the Bidder/Contractor, has been convicted of public entity crime subsequent to July 1, 1989.

(Draw a line through Paragraph 6 if Paragraph 7 below applies.)

7. There has been a conviction of a public entity crime by the Bidder/Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder/Contractor who is active in the management of the Bidder/Contractor or an affiliate of the Bidder/Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is N/A.

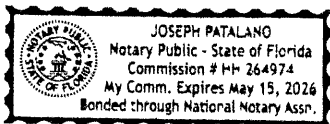
A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through Paragraph 7 if Paragraph 6 above applies.)

L. Addis
(Signature)

Sworn to and subscribed to before me in the State and County first mentioned above on the 3rd day of November, 2024.

[Signature]
Notary Public



(affix seal)

My commission expires _____

SECTION 00456
SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, LISA Addis, on behalf of creative Contracting Group (hereinafter, the "Contractor"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Contractor is not on the Scrutinized Companies that Boycott Israel List nor is the Contractor engaged in a boycott of Israel.
3. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Contractor is not on the Scrutinized Companies with Activities in Sudan List.
2. The Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Contractor is not engaged in business operations in Cuba or Syria.
5. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
6. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

CONTRACTOR:

By: [Signature]
Name: LISA Addis
Title: V.P.
Date: 10-31-24

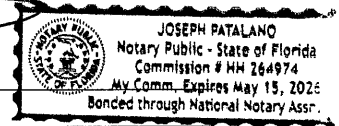
STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was sworn to (or affirmed) and subscribed before this 31st day of October, 2024, by LISA Addis, who is the V.P. of creative Contracting Group, who is personally known to me or who has produced N/A as identification.

NOTARY PUBLIC [Signature]

Printed Name of Notary

My Commission expires:





3141 FORTUNE WAY SUITE 16
WELLINGTON, FL 33414
561-333-1445 / USECCG.COM
Lic # CGC1513410

Re: Greenbrier Drive Gateway Entrance / Conflict of Interest Form

Creative Contracting Group / E & F Florida Enterprises Inc. does not have any Conflict of Interest with the Village of Palm Springs and/or this Bid: **Greenbrier Drive Gateway Entrance**

Thanks,

Lisa Addis V.P., Owner

L Addis 11-4-24



AFFIDAVIT FOR EMPLOYMENT ELIGIBILITY VERIFICATION

(E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: Greenbrier Dr. Gateway Entrance

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 31st day of October, 2024.

ATTEST

By: Frank Addis

PRINTED NAME: Frank Addis

Its: Secretary

VENDOR:
By: Lisa Addis

PRINTED NAME: Lisa Addis

Its: V.P.



Company ID Number: 1634027

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	E & F Florida Enterprises Inc
Company Facility Address	3141 Fortune Way SUITE 16 Wellington, FL 33414
Company Alternate Address	3141 Fortune Way SUITE 16 Wellington, FL 33414
County or Parish	PALM BEACH
Employer Identification Number	200261053
North American Industry Classification Systems Code	236
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1



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 creative Contracting Group
[entity's legal name] ("Vendor") and attest that the Vendor does not use coercion for
labor or services as defined in section 787.06, Florida Statutes.

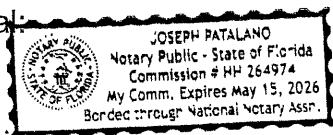
Under the penalty of perjury, I hereby declare swear or affirm that the above state facts
are true and correct.

By: Lisa Addis
Print Name: Lisa Addis
Print Title: V.P.

STATE OF FLORIDA }
COUNTY OF PALM BEACH }

THE FOREGOING instrument was acknowledged before me by means of ✓ physical
presence or online notarization on this 31st day of October 2024, by
Lisa Addis, as the V.P. [title] of Vendor,
who is personally known to me or who has produced N/A as
identification and who did affirm or swear to the same.

Notary Seal:



[Signature]
Notary Public Signature

**ITB 2025B-002****Greenbrier Drive Gateway Improvements****Virtual E-Bid Submittal Deadline- November 4, 2024 at 2:00 p.m.****Virtual E-Bid Opening - November 4, 2024 at 2:30 p.m.**

Name	Email	Address	Lump Sum
Rosso Site Development	bsimpson@rossositedevelopment.com	1302 S J Street, Lake Worth, FL 33460	\$ 1,811,206.51
All-Site Construction	ezra@allsiteinc.net	2915 E Tamrind Ave, West Palm Beach, FL 33407	\$ 1,231,481.06
Homestead Concrete & Drainage	bids@homesteadconcrete.com & Nelsona@	221 S.W 4th Ave. Homestead, FL 33030	\$ 1,620,000.45
Creative Contracting Group	creativecontractor@comcast.net	3141 Fortune Way S-16, Wellington, FL 33414	\$ 1,059,900.00
Emerald Construction Corp.	ramiro@neucor.us	NW 1 Court, Hallandale Beach, FL 33009	\$ 2,058,119.56
RJ Engineering Construction Corp	rjengineeringfl@gmail.com	2101 Vista Pkwy Suite 268, West Palm Beach, FL 33411	\$ 1,461,975.78
Beacon Irrigation & Lighting		4105 Cooley Ct., Lake Worth, FL 33461	No Documents Submitted

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

THIS AGREEMENT is by and between Village of Palm Springs ("Owner") and
E&F Florida Enterprises, Inc. DBA Creative Contracting Group ("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 new entranceway at Congress Avenue and Greenbrier Drive, consisting of roadway improvements, concrete, landscaping, irrigation, monument sign, lighting and signage.

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 new entranceway at Congress Avenue and Greenbrier Drive, consisting of roadway improvements, concrete, landscaping, irrigation, monument sign, lighting and signage.*

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 180 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 210 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) \$ 1,059,900.00.

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

- A. 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 16, 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 34 sheets with each sheet bearing the following general sheet title: C0.0 – C5.01, S0.0 – S5.0, L0.0 – L5.06
9. Addenda (numbers 1 to 1, inclusive).
 - a. Geotechnical Report – H2RCorp (pages 1 to 32)
10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 63, 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 Statutes. 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 than the following amounts or greater where required by Law and Regulations:
1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:
 - a. State Statutory
 - b. Applicable Federal Statutory
 - c. Employer Liability:

Bodily injury, each accident	\$1,000,000
Bodily injury by disease, each employee	\$500,000
Bodily injury/disease aggregate	\$1,000,000

- d. Foreign voluntary worker compensation Statutory

- 2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:
 - a. General Aggregate \$2,000,000
 - b. Products – Completed Operations Aggregate \$2,000,000
 - c. Personal and Advertising Injury \$1,000,000
 - d. Each Occurrence/Per Claim \$1,000,000
(Bodily Injury and Property Damage)

- 3. Automobile Liability under paragraph 6.03.D of the General Conditions:
 - a. Bodily Injury:
 - Each Person \$500,000
 - Each Accident \$1,000,000
 - b. Property Damage:
 - Each Incident \$1,000,000

- 4. Umbrella of Excess Liability under paragraph 6.03.E of the General Conditions:
 - a. Excess or Umbrella Liability
 - 1) General Aggregate \$5,000,000
 - 2) Each Occurrence/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 Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Contractor will advise the 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:

By: _____

By: _____

Title: Mayor

Title: _____

(Seal)

Attest: _____

Attest: _____

Title: Village Clerk

Title: Notary Public

Approved
as to
Form: _____

Title: Village Attorney

Address for giving notices:

226 Cypress Lane

Palm Springs FL, 33461

Address for giving notices:

3141 Fortune Way, Suite 16

Wellington, FL 33414

License No.: CGC1513410
(where applicable)



Village of Palm Springs

Executive Brief

AGENDA DATE: December 12, 2024

DEPARTMENT: Public Works

ITEM #5: Resolution No. 2024-74 - Piggyback Agreement with Ranger Construction for the Milling and Resurfacing Continuing Services Construction Contract PBC No. 2024050

SUMMARY: The Public Works Department is actively engaged in the annual milling and resurfacing of the Village's roadway network in order to maintain a high level of service for the residents and stakeholders. Each year, the Village's Public Works Department identifies roadways that are in need of milling and resurfacing to continually maintain our roadway network to a high standard. The Palm Beach County Engineering and Public Works Department recently awarded Milling and Resurfacing Continuing Services Construction Contract No. 2024050 to Ranger Construction.

The Village is seeking authorization to enter into a Piggyback Agreement with Ranger Construction to utilize the contract for the Village's needs. The Village anticipates the milling and resurfacing work to begin in April 2025 and will bring forth a future agenda item with the specific roadways and costs associated with that work for approval by the Village Council.

FISCAL IMPACT:

The Piggyback Agreement with Ranger Construction for milling and resurfacing work will be funded from Account Number 01441-55300. A future agenda item will be presented to the Village Council with the specific roadways and expenses associated with the work.

ATTACHMENTS:

1. Resolution No. 2024-74 - Piggyback - Milling and Resurfacing - Ranger Construction Industries
2. Milling and resurfacing piggy back 12.5.2024 (1)
3. Authorization to Piggyback - Village Of Palm Springs
4. 2024050 Award Recommendation Package
5. Agreement - Ranger Construction Industries

RESOLUTION NO. 2024-74

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING THE MAYOR, AND/OR HER DESIGNEE, TO EXECUTE A PIGGYBACK AGREEMENT WITH RANGER CONSTRUCTION INDUSTRIES FOR ANNUAL MILLING AND RESURFACING OF THE VILLAGE'S ROADWAY NETWORK THROUGHOUT THE VILLAGE FOR THE PUBLIC WORKS DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village Staff must engage in annual milling and resurfacing of the Village's roadway network to maintain service level for the communities; and

WHEREAS, Village Staff has determined that the Piggyback Agreement awarded Ranger Construction Industries, through Palm Beach County Engineering and Public Works Department recently awarded Milling and Resurfacing Continuing Services Construction Contract No. 2024050 contains all terms, conditions and pricing to meet the Village's needs; and

WHEREAS, the Village Purchasing Code, Section 58-9, allows for the Village to Access contracts of other government agencies for the purchase of goods and services; and

WHEREAS, the cooperative purchase agreement with Ranger Construction for milling and resurfacing work will be funded from Account Number 01441-55300; and

WHEREAS, the term of this Agreement shall be consistent with the term of the PBC Contract unless earlier terminated in accordance with the PBC Contract terms. This Agreement may be extended by the VILLAGE Manager consistent with extensions of the PBC Contract; and

WHEREAS, it has been determined that it is in the best and most efficient interests of the Village to secure services for milling and resurfacing of the Village's roadway from Ranger Construction Industries, and have made a recommendation of same to the Village Council.

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

Section 1. Based upon review of the proposal attached hereto and incorporated herein as **Exhibit “A”**, the Village Council hereby authorizes the execution of a Piggyback Agreement with Ranger Construction Industries, based on Palm Beach County’s Contract 2024050.

Section 2. The Mayor and Village Clerk are hereby authorized to execute any and all documents necessary to complete the Agreement, and the Village Clerk to deliver an executed contract to Ranger Construction Industries, PO Box 15065 West Palm Beach, FL 33416.

Section 3. This Resolution shall be effective immediately upon its adoption.

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

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

The Mayor thereupon declared the Resolution duly passed and adopted this _____ day of DECEMBER, 2024.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY WYNN, VILLAGE CLERK

REVIEWED AS TO FORM AND LEGAL SUFFICIENCY

BY: _____

Resolution No. 2024-74

CHRISTY GODDEAU, VILLAGE ATTORNEY

AGREEMENT FOR MILLING AND RESURFACING
(Utilizing the Palm Beach County Annual Milling and Resurfacing Contract)

THIS AGREEMENT FOR MILLING AND RESURFACING (“Agreement”) is made as of _____, by and between by and between the **Village of Palm Springs**, 226 Cypress Lane, Palm Springs, Florida 33461-1699, a municipal corporation organized and existing under the laws of the State of Florida (“VILLAGE”), and **Ranger Construction Industries, Inc.**, 101 Sansbury’s Way, West Palm Beach, FL 33411, a corporation authorized to do business in the State of Florida (“CONTRACTOR”).

RECITALS

WHEREAS, the VILLAGE is in need of a contractor to perform milling and resurfacing projects for the VILLAGE; and,

WHEREAS, Palm Beach County through its competitive selection process awarded a Contract for Annual Milling and Resurfacing Projects (Project 2024-050) to the CONTRACTOR for substantially the same services sought by the VILLAGE (“PBC Contract”); and,

WHEREAS, the VILLAGE requested and the CONTRACTOR has agreed to allow the VILLAGE to piggy-back on the CONTRACTOR’s PBC Contract for performing milling and resurfacing projects based on the pricing and terms and conditions of the PBC Contract; and,

WHEREAS, the VILLAGE has reviewed the CONTRACTOR’s pricing in the PBC Contract and has determined that the same is fair and reasonable; and,

WHEREAS, the VILLAGE finds entering this Agreement with the CONTRACTOR is in the best interests of the Village of Palm Springs.

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. Contract. The PBC Contract is hereby incorporated by reference into and expressly made a part of this Agreement as if set forth at length herein. The VILLAGE shall have all rights and obligations of Palm Beach County under the PBC Contract except as specifically modified herein. The term of this Agreement shall be consistent with the term of the PBC Contract unless earlier terminated in accordance with the PBC Contract terms. This Agreement may be extended by the VILLAGE Manager consistent with extensions of the PBC Contract.
3. Not to Exceed Amount. While the CONTRACTOR is not guaranteed that the VILLAGE will utilize this Agreement for any services, if the VILLAGE utilizes this Agreement for services, the not to exceed amount for this Agreement shall not exceed the duly budgeted and appropriate amount of funds as set by the Village Council.
4. Work Orders. When the VILLAGE identifies a need for the CONTRACTOR’s services, the VILLAGE will request a proposal from the CONTRACTOR to provide the services requested at the unit prices set forth in the PBC Contract. The VILLAGE will provide the CONTRACTOR with plans and/or specifications in order for the CONTRACTOR to develop its proposal. The CONTRACTOR’s proposal shall be submitted in the format of the sample work order, attached hereto and incorporated herein as

Exhibit “A” along with a copy of the CONTRACTOR’s proposal. Upon receipt of the CONTRACTOR’s proposed work order and proposal, the VILLAGE shall decide in its sole discretion whether to award the work order to the CONTRACTOR. Depending on the lump sum amount of each work order, the work order may be awarded by the VILLAGE Manager, if within their purchasing authority (currently not to exceed \$35,000), or the VILLAGE Council. If the work order is approved by the VILLAGE, the CONTRACTOR shall commence the identified services upon the VILLAGE’s approval of the work order for the services and issuance of a notice to proceed. The VILLAGE reserves the right to reject any and all proposals submitted by the CONTRACTOR. A VILLAGE-approved work order shall include (by reference) the plans and/or specifications provided by the VILLAGE to the CONTRACTOR.

5. Conflict of Terms and Conditions. Conflicts between documents that make up this Agreement shall be resolved in the following order of precedence:

- a. Any duly authorized amendments to this Agreement or authorized amendments to the scope of work of a VILLAGE issued Work Order(s);
- b. The Scope of Work of a VILLAGE issued Work Order(s);
- c. This Agreement; and,
- d. The PBC Contract.

6. Compensation to CONTRACTOR. CONTRACTOR shall submit invoices to the VILLAGE for review and approval by the VILLAGE’s representative, indicating that all goods and services have been provided and rendered in conformity with the applicable Work Order and this Agreement and then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the VILLAGE representative’s approval. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. In order for both parties herein to close their books and records, CONTRACTOR will clearly state “final invoice” on the CONTRACTOR’s final/last billing to the VILLAGE. This certifies that all services have been properly performed and all charges have been invoiced to the VILLAGE. 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. The VILLAGE will not be liable for any invoice from the CONTRACTOR submitted thirty (30) days after the provision of all services.

7. Miscellaneous Provisions.

- A. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held exclusively in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
- B. Except for any obligation of the CONTRACTOR to indemnify the VILLAGE, if any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, each party shall be liable and responsible for their own attorney’s fees incurred in that enforcement action, dispute, breach, default or misrepresentation. FURTHER, TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.
- C. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid

or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

- D. All notices required in this Agreement shall be sent by certified mail, return receipt requested or by nationally recognized overnight courier, and sent to the addresses appearing on the first page of this Agreement.
- E. The VILLAGE and the CONTRACTOR agree that this Agreement (and the other documents described herein) sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.
- F. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement. This Agreement may be executed electronically.
- G. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
- H. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- I. In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
- J. PUBLIC RECORDS. The CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the VILLAGE as provided under section 119.011(2), Florida Statutes, specifically agrees to:
 - 1. Keep and maintain public records required by the VILLAGE to perform the service.
 - 2. Upon request from the VILLAGE's custodian of public records or designee, provide the VILLAGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the VILLAGE.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE VILLAGE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-584-8200 ext 8431, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

K. SCRUTINIZED COMPANIES.

1. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the VILLAGE may immediately terminate this Agreement at its sole option if the CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

2. If this Agreement is for one million dollars or more, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the VILLAGE may immediately terminate this Agreement at its sole option if the CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

3. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

4. The CONTRACTOR agrees that the certifications in this section shall be effective and relied upon by the VILLAGE for the term of this Agreement, including any and all renewals.

5. The CONTRACTOR agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the CONTRACTOR shall immediately notify the VILLAGE of the same.

6. 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.

L. E-VERIFY.

Pursuant to Section 448.095(2), Florida Statutes, the CONTRACTOR shall:

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

M. **COMPLIANCE WITH SECTION 787.06.** By signing the Agreement before a notary public and taking an oath under the penalty of perjury, the CONTRACTOR attests and warrants that the CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes (2024).

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the VILLAGE and CONTRACTOR hereto have made and executed this Agreement for Milling and Resurfacing as of the day and year first above written.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Bev Smith, Mayor

ATTEST:

By: _____
Kimberly Wynn, Village Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Christy Goddeau, Village Attorney

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

[Corporate Seal]

By: _____

Print Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____)

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 Ranger Construction Industries, Inc., a corporation authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind CONTRACTOR to the same.

Notary Public Signature

Notary Seal:

EXHIBIT A
SAMPLE WORK ORDER
AGREEMENT FOR MILLING AND RESURFACING

WORK ORDER NO. _____

THIS WORK ORDER for Milling and Resurfacing ("Work Order") is made on the _____, between the **Village of Palm Springs**, a Florida municipal corporation ("Village") and **Ranger Construction Industries, Inc.**, 101 Sansbury's Way, West Palm Beach, FL 33411, a corporation authorized to do business in the State of Florida ("Contractor").

1.0 Project Description:

The Village desires the Contractor to provide all goods, services, materials and equipment as identified herein related to the Sewer Rehabilitation Services project generally described as: _____ (the "Project"). The Project is more specifically described in the plans prepared by _____, dated _____, and which are incorporated herein by reference.

2.0 Scope

Under this Work Order, the Contractor will provide the Village with construction services for the Project as specified in the **Contractor's proposal attached hereto and incorporated herein as Exhibit "1"**.

3.0 Schedule and Liquidated Damages

Substantial completion of all services and work under this Work Order shall be within _____ **calendar days** from the Effective Date of this Work Order. Final completion of all services and work (and all punch-list items (if any)) under this Work Order shall be within _____ **calendar days** from the Effective Date of this Work Order. The Effective Date of this Work Order is the date following the parties' execution of this Work Order and the Village's delivery of a Notice to Proceed to the Contractor via e-mail, facsimile or other form of delivery as documented by the Village. Substantial completion occurs when the services and work has progressed to the point where, in the opinion of the Village, the work is sufficiently complete in accordance with the Contract Documents and this Work Order, so that the Project can be utilized for the purposes for which it is intended. Final completion occurs when all services and work (including punch-list items) has been completed and the project becomes fully operational and accepted by the Village.

Liquidated Damages. The Village and Contractor recognize that time is of the essence under this Work Order and the Contract Documents, and that the Village will suffer financial loss if the services and work described in this Work Order and the Contract Documents are not completed within the times specified in this Work Order. The Village and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the Village would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the services and work within the time specified. Accordingly, instead of requiring any such proof, the Village and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Village

_____ dollars (\$ ____) for each day that expires after the time specified in this Work Order.

4.0 Compensation and Direct Purchases

This Work Order is issued for a total not to exceed price of \$ _____. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

5.0 Project Manager

The Project Manager for the Contractor is _____, phone: _____; email: _____; and, the Project Manager for the Village is: _____, phone: _____; email: _____.

6.0 Progress Meetings

The Contractor shall schedule periodic progress review meetings with the Village Project Manager as necessary but every 30 days as a minimum.

7.0 Contractor's Representations

In order to induce the Village to enter into this Work Order, the Contractor makes the following representations:

7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents including this Work Order, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.

7.2 Contractor has obtained at his/her own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to the subsurface conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the stated work order price within the Work Order stated time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the IFB; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes.

7.3 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or is deemed necessary by the Contractor in order to perform and furnish the work under this Work Order price, within the Work Order time and in accordance with the other terms and conditions of the Contract Documents.

7.4 Contractor has correlated the results of all such observations, examinations,

investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.5 Contractor has given the Village's Contract Administrator written notice of all conflicts, errors or discrepancies that he or she has discovered in the Contract Documents and the written resolution thereof by Village or its designee is acceptable to the Contractor.

- 8.0 Warranty.** The Contractor warrants and guarantees to the Village that all services and work provided under this Work Order will be in accordance with this Work Order and the other Contract Documents. The Contractor warrants that (a) all materials and parts supplied under this Work Order shall be free from defects for one (1) year from the final completion of all work (unless a longer manufacturer warranty applies); (b) all services and work performed under this Work Order will be free from defects for one (1) year from the final completion of all work and the project shall be fully operational without unreasonable downtime or failures; and (c) that the services and work will conform to the requirements of the Contract Documents. If, at any time prior to the expiration of the one (1) year warranty period, the Village discovers any failure or breach of the Contractor's warranties or the Contractor discovers any failure or breach of the Contractor's warranties, the Contractor will, upon written notice from Village or of its own accord, at the Contractor's sole cost and expense, promptly correct such failure or breach (which corrective action must include, without limitation, any necessary removal, disassembly, reinstallation, repair, replacement, reassembly, retesting, and/or re-inspection of any part or portion of the work and any other property damaged or affected by such failure, breach, or corrective action). The Contractor will remedy any such failure or breach so, to the extent possible, to avoid unnecessary disruptions to the operations of Village or its systems. In the event the Contractor fails to initiate and diligently pursue corrective action within five (5) days of the Contractor's receipt of the Village's notice or the Contractor's discovery of the same, the Village may undertake such corrective action at the Contractor's expense.

9.0 Authorization

This Work Order is issued pursuant to the Agreement for Milling and Servicing between the Village and the Contractor, dated _____, ("Agreement" hereafter). If there are any conflicts between the terms and conditions of this Work Order and the Agreement, the terms and conditions of the Agreement shall prevail; however, the specific scope of work set forth herein shall take precedence.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order No.
_____ as of the day and year set forth above.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Bev Smith, Mayor

ATTEST:

By: _____
Kimberly Wynn, Village Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Christy Goddeau, Village Attorney

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

[Corporate Seal]

By: DO NOT SIGN - SAMPLE ONLY

Print Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____)

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 Ranger Construction Industries, Inc., a corporation
authorized to do business in the State of Florida, who is personally known to me or who has
produced _____ as identification, and who did take an oath under penalty
of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct,
and that he or she is duly authorized to execute the foregoing instrument and bind CONTRACTOR
to the same.

Notary Public Signature

Notary Seal:



November 13, 2024

Timothy A Crespo Jr
Public Work superintendent
Village of Palm Springs
360 Davis Rd
Palm Springs, FL 33461

RE: Palm Beach County Annual Milling & Resurfacing Contract (Project No. 2024050)

Dear Timothy A Crespo Jr,

Ranger Construction Industries authorizes the Village of Palm Springs to piggyback the Annual Milling & Resurfacing Contract (Project No. 2024050) that we have active with Palm Beach County. Ranger will honor its pricing provided to Palm Beach County for the Village of Palm Springs under the terms and conditions of the contract.

Sincerely,

Jamie R Timming

Digitally signed by Jamie R Timming
DN: cn=Jamie R Timming,
o=Qualifier=A01410C00000187B3564F0000020D0E6,
ou=RANGER CONSTRUCTION INDUSTRIES, C=US
Date: 2024.11.13 09:12:35 -0500

Jamie Timming
Vice- President

Ranger Construction Industries



**Department of Engineering
and Public Works**

P.O. Box 21229
West Palm Beach, FL 33416-1229
(561) 684-4000
FAX: (561) 684-4050
www.pbcgov.com



**Palm Beach County
Board of County
Commissioners**

Maria Sachs, Mayor
Maria G. Marino, Vice Mayor
Gregg K. Weiss
Michael A. Barnett
Marci Woodward
Sara Baxter
Mack Bernard

County Administrator

Verdenia C. Baker

"An Equal Opportunity
Affirmative Action Employer"

Official Electronic Letterhead

DATE: March 22, 2024

TO: M&M Asphalt Maintenance, Inc. d/b/a All County Paving
Halley Engineering Contractors, Inc.
Ranger Construction Industries, Inc.

FROM: Morton L. Rose, P.E., Director, Roadway Production Div. 

RE: **AWARD RECOMMENDATION
MILLING & RESURFACING CONTINUING
SERVICES CONSTRUCTION CONTRACT
PALM BEACH COUNTY PROJECT NO.: 2024050**

Based on bid results and EBO compliance review, Engineering & Public Works recommends award of the above referenced contract to **M&M Asphalt Maintenance, Inc. d/b/a All County Paving, Halley Engineering Contractors, Inc., and Ranger Construction Industries, Inc.**

The enclosed Award Recommendation will be posted at the Engineering & Public Works Department / Roadway Production Division reception area on the 3rd Floor at 2300 North Jog Road, West Palm Beach, Florida on March 25, 2024 and to

<http://discover.pbcgov.org/engineering/roadwayproduction/Pages/Bid-Documents.aspx>

If your office wishes to protest the award recommendation, you may do so by addressing your protest to Ms. Melody Thelwell, Director, Palm Beach County Purchasing Department, 50 South Military Trail, West Palm Beach, Florida 33415. Failure to submit a protest to the Director of Purchasing within five (5) business days after posting of the Award Recommendation, as prescribed in Section 2-55(b) of the Palm Beach County Code, shall constitute a waiver of proceedings under the referenced County Code.

We thank you for your continued interest in bidding Palm Beach County projects.

enc: Bid Tabulations
EBO Compliance Review

ec: David L. Ricks, P.E., County Engineer
Joanne M. Keller, P.E., Deputy County Engineer
Steven B. Carrier, P.E., Assistant County Engineer



Kathleen O. Farrell, P.E., Assistant Director, Roadway Production Division
Maroun Azzi, P.E., Thoroughfare Roads Manager, Roadway Production Division
Carlos Bojorge, P.E., Special Projects Manager, Roadway Production Division
Kristine Frazell-Smith, P.E., Local Roads Manager, Roadway Production Division
Holly B. Knight, P.E., Contracts Section Manager, Roadway Production Division
Harvey Phillips III, Project Coordinator I, Roadway Production Division
Kenny Rampersad, Director, Administrative Services Division
Danny Ramlalsingh, Fiscal Manager, Administrative Services Division
Yicel Corcino, Financial Analyst II, Administrative Services Division
Susan Hudson, Financial Analyst, Administrative Services Division
Albert Hoffman, Director, Construction Coordination Division
Motasem Al-Turk, P.E., Director, Traffic Engineering Division
Fattoush Jafar, Sr. P.E., Traffic Engineering Division
Adam Faustini, Director, Road & Bridge Division
Ali Bayat, Director, Water Utilities Department
Fernando DelDago, CID Director, Facilities Development and Operations
Jennifer Cirillo, Director, Parks & Recreation Department
Deborah Drum, Director, PBC ERM
Brenda Znachko, Director, Contract Development and Control Division, OFMB
Tonya Johnson, Director, Office of Equal Business Opportunity
Allen Gray, Manager, SBE Division, Office of Equal Business Opportunity
Angela Smith, Small Business Development Specialist III, SBE Division, OEBO
Melody Thelwell, Director, Purchasing Department
Tiffany Thomas, Contract Oversight Specialist, Office of the Inspector General
Yelizaveta B. Herman, Assistant County Attorney
Fay Reynolds, Legal Secretary, County Attorney's Office
Sean Reilly, Construction Coordinator, Traffic Division
Graciela MCausland, Construction Coordinator, Traffic Division
Carl Bengtson, Manager, Streetscape Section



AWARD RECOMMENDATION
MILLING & RESURFACING CONTINUING SERVICES
CONSTRUCTION CONTRACT
PALM BEACH COUNTY PROJECT NO.: 2024050

Palm Beach County Engineering & Public Works recommends award to **M&M Asphalt Maintenance, Inc. d/b/a All County Paving, Halley Engineering Contractors, Inc., and Ranger Construction Industries, Inc.**, the lowest responsive, responsible bidders meeting all of the Equal Business Opportunity (EBO) ordinance requirements.

Rank	Bidder	Bid Amount	Footnotes
1	M&M Asphalt Maintenance, Inc. d/b/a All County Paving	\$67,593,026.50	1, 2
2	Halley Engineering Contractors, Inc.	\$75,943,600.00	1, 2
3	Ranger Construction Industries, Inc.	\$77,071,449.00	1, 2

Footnotes:

1. Recommended Awardee
2. Responsive to the Entire Solicitation
3. Non-responsive to the EBO Ordinance Mandatory API
4. Non-responsive to other EBO Ordinance Requirements
5. Bid order of ranking was affected by the Local Preference Ordinance

Enclosures: Office of Equal Business Opportunity Compliance Review
Bid Tabulations

BID TABULATIONS					Average of Bid Items for All Bidders	Engineer's Estimate	M&M Asphalt Maintenance, Inc. d/b/a All County Paving		Halley Engineering contractors, Inc.	
MILLING & RESURFACING CONTINUING SERVICES CONSTRUCTION CONTRACT										
PBC PROJECT #2024050										
#	FDOT Item #	Item Description	Qty.	Units	Unit Price	Unit Price	Unit Price	Amount	Unit Price	Amount
EAST DISTRICT										
1	327-70	Mill Existing Asphalt Pavement (1")	2,220,000	SY	\$ 2.17	\$ 2.83	\$ 2.15	\$ 4,773,000.00	\$ 2.05	\$ 4,551,000.00
2	327-70	Mill Existing Asphalt Pavement (1.25")	2,220,000	SY	\$ 2.45	\$ 2.96	\$ 2.40	\$ 5,328,000.00	\$ 2.45	\$ 5,439,000.00
3	327-70	Mill Existing Asphalt Pavement (1.5")	111,000	SY	\$ 2.57	\$ 3.09	\$ 2.45	\$ 271,950.00	\$ 2.75	\$ 305,250.00
4	N/A	ACSC Type S-I (0-200 Ton Orders)	1,400	TN	\$ 154.67	\$ 148.60	\$ 144.00	\$ 201,600.00	\$ 167.00	\$ 233,800.00
5	N/A	ACSC Type S-I (>200 Ton Orders)	17,500	TN	\$ 135.00	\$ 126.88	\$ 125.00	\$ 2,187,500.00	\$ 153.00	\$ 2,677,500.00
6	N/A	ACSC Type S-III (0-200 Ton Orders)	3,500	TN	\$ 155.33	\$ 148.60	\$ 144.00	\$ 504,000.00	\$ 167.00	\$ 584,500.00
7	N/A	ACSC Type S-III (> 200 Ton Orders)	17,500	TN	\$ 138.67	\$ 125.48	\$ 129.00	\$ 2,257,500.00	\$ 153.00	\$ 2,677,500.00
8	337-7-82	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (0-200 Ton Orders)	3,500	TN	\$ 173.33	\$ 148.60	\$ 155.00	\$ 542,500.00	\$ 175.00	\$ 612,500.00
9	337-7-82	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (200-800 Ton Orders)	10,500	TN	\$ 156.33	\$ 129.28	\$ 134.00	\$ 1,407,000.00	\$ 165.00	\$ 1,732,500.00
10	337-7-82	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (> 800 Ton Orders)	175,000	TN	\$ 152.83	\$ 122.60	\$ 134.00	\$ 23,450,000.00	\$ 158.00	\$ 27,650,000.00
11	337-7-83	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (0-200 Ton Orders)	1,400	TN	\$ 162.67	\$ 149.00	\$ 155.00	\$ 217,000.00	\$ 175.00	\$ 245,000.00
12	337-7-83	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (> 200 Ton Orders)	2,800	TN	\$ 151.00	\$ 129.04	\$ 138.00	\$ 386,400.00	\$ 165.00	\$ 462,000.00
13	N/A	High Friction Surface Treatment	17,500	SY	\$ 46.00	\$ 45.00	\$ 60.00	\$ 1,050,000.00	\$ 34.00	\$ 595,000.00
SUBTOTAL (EAST DISTRICT)								\$ 42,576,450.00		\$ 47,765,550.00
WEST DISTRICT										
14	327-70	Mill Existing Asphalt Pavement (1")	370,000	SY	\$ 2.07	\$ 2.85	\$ 2.15	\$ 795,500.00	\$ 1.85	\$ 684,500.00
15	327-70	Mill Existing Asphalt Pavement (1.25")	370,000	SY	\$ 2.38	\$ 3.72	\$ 2.40	\$ 888,000.00	\$ 2.15	\$ 795,500.00
16	327-70	Mill Existing Asphalt Pavement (1.5")	3,700	SY	\$ 2.82	\$ 4.59	\$ 2.45	\$ 9,065.00	\$ 2.50	\$ 9,250.00
17	N/A	ACSC Type S-I (0-200 Ton Orders)	1,750	TN	\$ 152.33	\$ 150.00	\$ 144.00	\$ 252,000.00	\$ 160.00	\$ 280,000.00
18	N/A	ACSC Type S-I (>200 Ton Orders)	70,000	TN	\$ 132.00	\$ 124.08	\$ 125.00	\$ 8,750,000.00	\$ 140.00	\$ 9,800,000.00
19	N/A	ACSC Type S-III (0-200 Ton Orders)	1,750	TN	\$ 157.00	\$ 150.00	\$ 151.00	\$ 264,250.00	\$ 160.00	\$ 280,000.00
20	N/A	ACSC Type S-III (> 200 Ton Orders)	1,750	TN	\$ 142.33	\$ 128.68	\$ 135.00	\$ 236,250.00	\$ 156.00	\$ 273,000.00
21	337-7-82	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (0-200 Ton Orders)	1,750	TN	\$ 158.33	\$ 150.00	\$ 155.00	\$ 271,250.00	\$ 168.00	\$ 294,000.00
22	337-7-82	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (200-800 Ton Orders)	1,750	TN	\$ 145.00	\$ 131.68	\$ 134.00	\$ 234,500.00	\$ 165.00	\$ 288,750.00
23	337-7-82	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (> 800 Ton Orders)	1,750	TN	\$ 145.33	\$ 124.10	\$ 134.00	\$ 234,500.00	\$ 165.00	\$ 288,750.00

BID TABULATIONS					Average of Bid Items for All Bidders	Engineer's Estimate	M&M Asphalt Maintenance, Inc. d/b/a All County Paving		Halley Engineering contractors, Inc.	
MILLING & RESURFACING CONTINUING SERVICES CONSTRUCTION CONTRAC										
PBC PROJECT #2024050										
#	FDOT Item #	Item Description	Qty.	Units	Unit Price	Unit Price	Unit Price	Amount	Unit Price	Amount
24	337-7-83	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (0-200 Ton Orders)	1,750	TN	\$ 160.33	\$ 150.00	\$ 156.00	\$ 273,000.00	\$ 169.00	\$ 295,750.00
25	337-7-83	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (> 200 Ton Orders)	3,500	TN	\$ 159.67	\$ 129.24	\$ 138.00	\$ 483,000.00	\$ 173.00	\$ 605,500.00
26	N/A	High Friction Surface Treatment	7,000	SY	\$ 46.00	\$ 45.00	\$ 60.00	\$ 420,000.00	\$ 34.00	\$ 238,000.00
SUBTOTAL (WEST DISTRICT)								\$ 13,111,315.00		\$ 14,133,000.00
EAST AND WEST DISTRICTS										
27	102-10	Off Duty Police Officer	700	HR	\$ 85.00	\$ 67.90	\$ 100.00	\$ 70,000.00	\$ 80.00	\$ 56,000.00
28	N/A	Portable Milling Machine	875	HR	\$ 375.00	\$ 260.00	\$ 225.00	\$ 196,875.00	\$ 500.00	\$ 437,500.00
29	327-70	Mill Existing Asphalt Pavement (<5,000 SY)	185	1/2 Day	\$ 6,616.67	\$ 5,285.00	\$ 7,950.00	\$ 1,470,750.00	\$ 3,000.00	\$ 555,000.00
30	327-70	Mill Existing Asphalt Pavement (1") - Residential Roadways	740,000	SY	\$ 2.48	\$ 2.97	\$ 2.45	\$ 1,813,000.00	\$ 2.50	\$ 1,850,000.00
31	327-70	Mill Existing Asphalt Pavement (1.5") - Residential Roadways	92,500	SY	\$ 2.78	\$ 3.14	\$ 2.65	\$ 245,125.00	\$ 3.20	\$ 296,000.00
32	337-7-82	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (0-500 Ton Orders) - Residential Roadways	17,500	TN	\$ 163.00	\$ 137.20	\$ 135.00	\$ 2,362,500.00	\$ 184.00	\$ 3,220,000.00
33	337-7-82	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (> 500 Ton Orders) - Residential Roadways	35,000	TN	\$ 161.67	\$ 127.68	\$ 133.00	\$ 4,655,000.00	\$ 173.00	\$ 6,055,000.00
34	N/A	Surcharge to deliver millings to Palm Beach County stockpile site using contractor vehicle	35,000	CY	\$ 8.43	\$ 5.00	\$ 3.00	\$ 105,000.00	\$ 20.00	\$ 700,000.00
35	N/A	Surcharge for Palm Beach County to pick up millings in County vehicles	35,000	CY	\$ (0.70)	\$ 3.38	\$ 0.01	\$ 350.00	\$ 1.00	\$ 35,000.00
36	425-5-A	Manhole Adjustment	1,750	EA	\$ 196.67	\$ 633.00	\$ 225.00	\$ 393,750.00	\$ 150.00	\$ 262,500.00
37	425-6	Adjust Valve Boxes & Misc. Structures	1,750	EA	\$ 133.00	\$ 239.00	\$ 175.00	\$ 306,250.00	\$ 100.00	\$ 175,000.00
38	N/A	Box Out Shoulder (as per detail)	350	HR	\$ 230.00	\$ 172.00	\$ 150.00	\$ 52,500.00	\$ 300.00	\$ 105,000.00
39	N/A	Remove and Re-install Wheel Stops	963	EA	\$ 40.33	\$ 54.45	\$ 23.00	\$ 22,149.00	\$ 50.00	\$ 48,150.00
40	N/A	Bituminous Material (Prime Coat)	350	Gal	\$ 8.75	\$ 5.40	\$ 5.75	\$ 2,012.50	\$ 14.00	\$ 4,900.00
41	N/A	Premium for work within Railroad rights-of-way (see footnote)	70	EA	\$ 2,593.33	\$ 2,700.00	\$ 3,000.00	\$ 210,000.00	\$ 3,500.00	\$ 245,000.00
SUBTOTAL (EAST & WEST DISTRICTS)								\$ 11,905,261.50		\$ 14,045,050.00
TOTAL BID								\$ 67,593,026.50		\$ 75,943,600.00

BID TABULATIONS MILLING & RESURFACING CONTINUING SERVICES CONSTRUCTION CONTRACT PBC PROJECT #2024050					Ranger Construction Industries, Inc.	
#	FDOT Item #	Item Description	Qty.	Units	Unit Price	Amount
EAST DISTRICT						
1	327-70	Mill Existing Asphalt Pavement (1")	2,220,000	SY	\$ 2.30	\$ 5,106,000.00
2	327-70	Mill Existing Asphalt Pavement (1.25")	2,220,000	SY	\$ 2.50	\$ 5,550,000.00
3	327-70	Mill Existing Asphalt Pavement (1.5")	111,000	SY	\$ 2.50	\$ 277,500.00
4	N/A	ACSC Type S-I (0-200 Ton Orders)	1,400	TN	\$ 153.00	\$ 214,200.00
5	N/A	ACSC Type S-I (>200 Ton Orders)	17,500	TN	\$ 127.00	\$ 2,222,500.00
6	N/A	ACSC Type S-III (0-200 Ton Orders)	3,500	TN	\$ 155.00	\$ 542,500.00
7	N/A	ACSC Type S-III (> 200 Ton Orders)	17,500	TN	\$ 134.00	\$ 2,345,000.00
8	337-7-82	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (0-200 Ton Orders)	3,500	TN	\$ 190.00	\$ 665,000.00
9	337-7-82	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (200-800 Ton Orders)	10,500	TN	\$ 170.00	\$ 1,785,000.00
10	337-7-82	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (> 800 Ton Orders)	175,000	TN	\$ 166.50	\$ 29,137,500.00
11	337-7-83	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (0-200 Ton Orders)	1,400	TN	\$ 158.00	\$ 221,200.00
12	337-7-83	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (> 200 Ton Orders)	2,800	TN	\$ 150.00	\$ 420,000.00
13	N/A	High Friction Surface Treatment	17,500	SY	\$ 44.00	\$ 770,000.00
SUBTOTAL (EAST DISTRICT)						\$ 49,256,400.00
WEST DISTRICT						
14	327-70	Mill Existing Asphalt Pavement (1")	370,000	SY	\$ 2.20	\$ 814,000.00
15	327-70	Mill Existing Asphalt Pavement (1.25")	370,000	SY	\$ 2.60	\$ 962,000.00
16	327-70	Mill Existing Asphalt Pavement (1.5")	3,700	SY	\$ 3.50	\$ 12,950.00
17	N/A	ACSC Type S-I (0-200 Ton Orders)	1,750	TN	\$ 153.00	\$ 267,750.00
18	N/A	ACSC Type S-I (>200 Ton Orders)	70,000	TN	\$ 131.00	\$ 9,170,000.00
19	N/A	ACSC Type S-III (0-200 Ton Orders)	1,750	TN	\$ 160.00	\$ 280,000.00
20	N/A	ACSC Type S-III (> 200 Ton Orders)	1,750	TN	\$ 136.00	\$ 238,000.00
21	337-7-82	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (0-200 Ton Orders)	1,750	TN	\$ 152.00	\$ 266,000.00
22	337-7-82	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (200-800 Ton Orders)	1,750	TN	\$ 136.00	\$ 238,000.00
23	337-7-82	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (> 800 Ton Orders)	1,750	TN	\$ 137.00	\$ 239,750.00

BID TABULATIONS					Ranger Construction Industries, Inc.	
MILLING & RESURFACING CONTINUING SERVICES CONSTRUCTION CONTRACT						
PBC PROJECT #2024050						
#	FDOT Item #	Item Description	Qty.	Units	Unit Price	Amount
24	337-7-83	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (0-200 Ton Orders)	1,750	TN	\$ 156.00	\$ 273,000.00
25	337-7-83	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (> 200 Ton Orders)	3,500	TN	\$ 168.00	\$ 588,000.00
26	N/A	High Friction Surface Treatment	7,000	SY	\$ 44.00	\$ 308,000.00
SUBTOTAL (WEST DISTRICT)						\$ 13,657,450.00
EAST AND WEST DISTRICTS						
27	102-10	Off Duty Police Officer	700	HR	\$ 75.00	\$ 52,500.00
28	N/A	Portable Milling Machine	875	HR	\$ 400.00	\$ 350,000.00
29	327-70	Mill Existing Asphalt Pavement (<5,000 SY)	185	1/2 Day	\$ 8,900.00	\$ 1,646,500.00
30	327-70	Mill Existing Asphalt Pavement (1") - Residential Roadways	740,000	SY	\$ 2.50	\$ 1,850,000.00
31	327-70	Mill Existing Asphalt Pavement (1.5") - Residential Roadways	92,500	SY	\$ 2.50	\$ 231,250.00
32	337-7-82	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (0-500 Ton Orders) - Residential Roadways	17,500	TN	\$ 170.00	\$ 2,975,000.00
33	337-7-82	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (> 500 Ton Orders) - Residential Roadways	35,000	TN	\$ 179.00	\$ 6,265,000.00
34	N/A	Surcharge to deliver millings to Palm Beach County stockpile site using contractor vehicle	35,000	CY	\$ 2.30	\$ 80,500.00
35	N/A	Surcharge for Palm Beach County to pick up millings in County vehicles	35,000	CY	\$ (3.10)	\$ (108,500.00)
36	425-5-A	Manhole Adjustment	1,750	EA	\$ 215.00	\$ 376,250.00
37	425-6	Adjust Valve Boxes & Misc. Structures	1,750	EA	\$ 124.00	\$ 217,000.00
38	N/A	Box Out Shoulder (as per detail)	350	HR	\$ 240.00	\$ 84,000.00
39	N/A	Remove and Re-install Wheel Stops	963	EA	\$ 48.00	\$ 46,224.00
40	N/A	Bituminous Material (Prime Coat)	350	Gal	\$ 6.50	\$ 2,275.00
41	N/A	Premium for work within Railroad rights-of-way (see footnote)	70	EA	\$ 1,280.00	\$ 89,600.00
SUBTOTAL (EAST & WEST DISTRICTS)						\$ 14,157,599.00
TOTAL BID						\$ 77,071,449.00

THE COUNTY DOES NOT GUARANTEE THE ACCURACY OF THE FORMULAS AND EXTENSIONS USED IN THIS SPREADSHEET.		
THE ITEMS AND QUANTITIES ABOVE, SHALL GOVERN OVER THE PLANS.		
PAY ITEM FOOTNOTES IN CONSTRUCTION PLANS SHALL ALSO BE INCLUDED IN ITEM UNIT PRICE.		
Note #	FDOT Item #	PAY ITEM FOOTNOTES
1	All	All costs for Maintenance of Traffic (MOT) shall be considered incidental to, and shall be included in, unit prices for the pay items. The only exceptions to this shall be the Off Duty Police Officer required per specification and standards or as directed by Palm Beach County and the premium for MOT within a railroad right-of-way which shall be included in the "Premium for work within Railroad rights-of-way" item.
2	All	All items shall include cost to furnish and install unless otherwise noted.
3	All	FDOT Item numbers are for information only.
4	327-70	Milling Existing Asphalt Pavement Items per square yard are based on the indicated depth of milling. In the event that other milling depths are required, the contract price for Mill Existing Asphalt Pavement will be adjusted in (1/2") increments.
5	N/A	Portable Milling Machine , per hour, includes portable milling machine, all labor for actual milling and clean-up and satisfactory disposal of milled material. Payment shall be based upon actual hours for milling and clean-up. Disposal of milled material shall be considered incidental to per hour rate for Portable Milling Machine.
6	425-5-A	Manhole Adjustment , each, may be accomplished using precast rings or other methods acceptable to the County.
7	N/A	Remove and Re-install Wheel Stops , each, includes all labor, equipment and materials required for removal of wheel stops and re-bar or other methods of attachment, stockpiling and protecting wheel stops and accessories and re-installation of wheel stops by an acceptable attachment method. Furnishing and installing replacement wheel stops and/or attachment devices which have been damaged during removal or storage shall be incidental to the pay item.
8	All	Residential roadways will be identified by Palm Beach County. The intent of Residential Roadway items is for those roadways within subdivisions with direct driveway connections. Note there are also local streets and collector roads with direct driveway connections that will not be considered as a Residential Roadway.
9	N/A	Palm Beach County reserves the right to acquire millings at their discretion. Delivery options include, transport of millings using Palm Beach County vehicles and/or Contractor supplied vehicles (surcharge to be applied).
10	N/A	Surcharge for delivery of millings will include all labor, equipment and materials required to deliver millings to the Palm Beach County stockpile site on Benoist Farms Road.
11	N/A	Premium for work within Railroad rights-of-way shall include all additional costs required to work within the railway right-of-way. This shall include, but not be limited to permitting, maintenance of traffic, railroad protective liability insurance policies, and other permit requirements.
Bids as read at opening on February 27, 2024, 2:00 PM		
All bids subject to OEBO compliance and Board Approval.		
Prepared by: Geraldine Lazzarino-Kelly, Technical Assistant 1		
Checked by: Holly B. Knight, P.E., Contracts Section Manager		
Contract Time is 18 Months		

OEBO PARTICIPATION EVALUATION FORM

DATE SENT: March 8, 2024	CONTRACTS MANAGER: Holly Knight, P.E.
PROJECT #: 2024050	PROJECT NAME: Milling & Resurfacing Continuing Services Construction Contract
USER DEPARTMENT: Engineering	SOLICITATION OPENING DATE:
OEBO ESTABLISHED API: <u>The API set for this project is 10% SBE min. mandatory</u>	

SOLICITATION EVALUATION INFORMATION

RESPONDENT	PRIME IS A CERTIFIED S/M/WBE	IS PRIME BIDDER RESPONSIVE	PERCENTAGE OF S/M/WBE UTILIZATION
M&M Asphalt Maintenance, Inc. d/b/a All County Paving	2	1	11%
Halley Engineering Contractors, Inc.	2	1	10%
Ranger Construction Industries, Inc.	2	1	10%

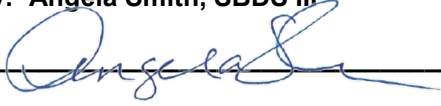
KEYS FOR DETERMINATION (NOTED IN THE SOLICITATION EVALUATION INFORMATION TABLE)

- (1) YES
(2) NO
(3) N/A

EVALUATION NOTES:

See the attached OEBO Compliance Form J v.5 for Evaluation comments.

Evaluated by: Angela Smith, SBDS III

Signature: 

Date: 3/7/2024

Reviewed by: Allen Gray

Signature: 

Date: 3.20.2024

	Certification Status	Expiration Date	Bid Amount/Price/Percent:	
Prime Respondent: M&M Asphalt Maintenance, Inc. d/b/a All County Paving	Non-SBE	N/A	\$67,593,026.50	
			Prime: 89%	
Subcontractor/Sub consultant Name				Supplier
Almazan Construction, LLC	MBE - HI	9/6/2025	11%	☐
	TOTAL SBE PARTICIPATION			
Evaluation Comments: M&M Asphalt Maintenance, Inc. d/b/a All County Paving is responsive to the API and the EBO requirements.				

	Certification Status	Expiration Date	Bid Amount/Price/Percent:	
Prime Respondent: Halley Engineering Contractors, Inc.	Non-SBE	N/A	\$75,943,600.00	
			Prime: 90%	
Subcontractor/Sub consultant Name				Supplier
Equipo Equipment, LLC	MBE - HI	2/6/2027	7%	☐
R & D Paving, LLC	WBE	4/9/2025	3%	☐
	TOTAL SBE PARTICIPATION		10%	
Evaluation Comments: Halley Engineering Contractors, Inc. is responsive to the API and the EBO requirements.				

	Certification Status	Expiration Date	Bid Amount/Price/Percent:	
Prime Respondent: Ranger Construction Industries, Inc.	Non-SBE	N/A	\$77,071,499.00	
			Prime: 90%	
Subcontractor/Sub consultant Name				Supplier
Equipo Equipment, LLC	MBE - HI	2/6/2027	7%	☐
Almazan Construction	MBE - HI	9/6/2025	3%	☐
TOTAL SBE PARTICIPATION			10%	
Evaluation Comments: Ranger Construction Industries, Inc. is responsive to the API and the EBO requirements.				

AGREEMENT FOR MILLING AND RESURFACING
(Utilizing the Palm Beach County Annual Milling and Resurfacing Contract)

THIS AGREEMENT FOR MILLING AND RESURFACING (“Agreement”) is made as of _____, by and between by and between the **Village of Palm Springs**, 226 Cypress Lane, Palm Springs, Florida 33461-1699, a municipal corporation organized and existing under the laws of the State of Florida (“VILLAGE”), and **Ranger Construction Industries, Inc.**, 101 Sansbury’s Way, West Palm Beach, FL 33411, a corporation authorized to do business in the State of Florida (“CONTRACTOR”).

RECITALS

WHEREAS, the VILLAGE is in need of a contractor to perform milling and resurfacing projects for the VILLAGE; and,

WHEREAS, Palm Beach County through its competitive selection process awarded a Contract for Annual Milling and Resurfacing Projects (Project 2024-050) to the CONTRACTOR for substantially the same services sought by the VILLAGE (“PBC Contract”); and,

WHEREAS, the VILLAGE requested and the CONTRACTOR has agreed to allow the VILLAGE to piggy-back on the CONTRACTOR’s PBC Contract for performing milling and resurfacing projects based on the pricing and terms and conditions of the PBC Contract; and,

WHEREAS, the VILLAGE has reviewed the CONTRACTOR’s pricing in the PBC Contract and has determined that the same is fair and reasonable; and,

WHEREAS, the VILLAGE finds entering this Agreement with the CONTRACTOR is in the best interests of the Village of Palm Springs.

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. Contract. The PBC Contract is hereby incorporated by reference into and expressly made a part of this Agreement as if set forth at length herein. The VILLAGE shall have all rights and obligations of Palm Beach County under the PBC Contract except as specifically modified herein. The term of this Agreement shall be consistent with the term of the PBC Contract unless earlier terminated in accordance with the PBC Contract terms. This Agreement may be extended by the VILLAGE Manager consistent with extensions of the PBC Contract.
3. Not to Exceed Amount. While the CONTRACTOR is not guaranteed that the VILLAGE will utilize this Agreement for any services, if the VILLAGE utilizes this Agreement for services, the not to exceed amount for this Agreement shall not exceed the duly budgeted and appropriate amount of funds as set by the Village Council.
4. Work Orders. When the VILLAGE identifies a need for the CONTRACTOR’s services, the VILLAGE will request a proposal from the CONTRACTOR to provide the services requested at the unit prices set forth in the PBC Contract. The VILLAGE will provide the CONTRACTOR with plans and/or specifications in order for the CONTRACTOR to develop its proposal. The CONTRACTOR’s proposal shall be submitted in the format of the sample work order, attached hereto and incorporated herein as

Exhibit “A” along with a copy of the CONTRACTOR’s proposal. Upon receipt of the CONTRACTOR’s proposed work order and proposal, the VILLAGE shall decide in its sole discretion whether to award the work order to the CONTRACTOR. Depending on the lump sum amount of each work order, the work order may be awarded by the VILLAGE Manager, if within their purchasing authority (currently not to exceed \$35,000), or the VILLAGE Council. If the work order is approved by the VILLAGE, the CONTRACTOR shall commence the identified services upon the VILLAGE’s approval of the work order for the services and issuance of a notice to proceed. The VILLAGE reserves the right to reject any and all proposals submitted by the CONTRACTOR. A VILLAGE-approved work order shall include (by reference) the plans and/or specifications provided by the VILLAGE to the CONTRACTOR.

5. Conflict of Terms and Conditions. Conflicts between documents that make up this Agreement shall be resolved in the following order of precedence:

- a. Any duly authorized amendments to this Agreement or authorized amendments to the scope of work of a VILLAGE issued Work Order(s);
- b. The Scope of Work of a VILLAGE issued Work Order(s);
- c. This Agreement; and,
- d. The PBC Contract.

6. Compensation to CONTRACTOR. CONTRACTOR shall submit invoices to the VILLAGE for review and approval by the VILLAGE’s representative, indicating that all goods and services have been provided and rendered in conformity with the applicable Work Order and this Agreement and then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the VILLAGE representative’s approval. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. In order for both parties herein to close their books and records, CONTRACTOR will clearly state “final invoice” on the CONTRACTOR’s final/last billing to the VILLAGE. This certifies that all services have been properly performed and all charges have been invoiced to the VILLAGE. 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. The VILLAGE will not be liable for any invoice from the CONTRACTOR submitted thirty (30) days after the provision of all services.

7. Miscellaneous Provisions.

- A. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held exclusively in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
- B. Except for any obligation of the CONTRACTOR to indemnify the VILLAGE, if any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, each party shall be liable and responsible for their own attorney’s fees incurred in that enforcement action, dispute, breach, default or misrepresentation. FURTHER, TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.
- C. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid

or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

- D. All notices required in this Agreement shall be sent by certified mail, return receipt requested or by nationally recognized overnight courier, and sent to the addresses appearing on the first page of this Agreement.
- E. The VILLAGE and the CONTRACTOR agree that this Agreement (and the other documents described herein) sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.
- F. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement. This Agreement may be executed electronically.
- G. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
- H. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- I. In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
- J. PUBLIC RECORDS. The CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the VILLAGE as provided under section 119.011(2), Florida Statutes, specifically agrees to:
 - 1. Keep and maintain public records required by the VILLAGE to perform the service.
 - 2. Upon request from the VILLAGE's custodian of public records or designee, provide the VILLAGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the VILLAGE.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE VILLAGE 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.

K. SCRUTINIZED COMPANIES.

1. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the VILLAGE may immediately terminate this Agreement at its sole option if the CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

2. If this Agreement is for one million dollars or more, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the VILLAGE may immediately terminate this Agreement at its sole option if the CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

3. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

4. The CONTRACTOR agrees that the certifications in this section shall be effective and relied upon by the VILLAGE for the term of this Agreement, including any and all renewals.

5. The CONTRACTOR agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the CONTRACTOR shall immediately notify the VILLAGE of the same.

6. 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.

L. E-VERIFY.

Pursuant to Section 448.095(2), Florida Statutes, the CONTRACTOR shall:

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

M. COMPLIANCE WITH SECTION 787.06. By signing the Agreement before a notary public and taking an oath under the penalty of perjury, the CONTRACTOR attests and warrants that the CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes (2024).

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the VILLAGE and CONTRACTOR hereto have made and executed this Agreement for Milling and Resurfacing as of the day and year first above written.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Bev Smith, Mayor

ATTEST:

By: _____
Kimberly Wynn, Village Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Christy Goddeau, Village Attorney

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

[Corporate Seal]

By: _____

Print Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____)

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 Ranger Construction Industries, Inc., a corporation authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind CONTRACTOR to the same.

Notary Seal:

Notary Public Signature

EXHIBIT A
SAMPLE WORK ORDER
AGREEMENT FOR MILLING AND RESURFACING

WORK ORDER NO. _____

THIS WORK ORDER for Milling and Resurfacing ("Work Order") is made on the _____, between the **Village of Palm Springs**, a Florida municipal corporation ("Village") and **Ranger Construction Industries, Inc.**, 101 Sansbury's Way, West Palm Beach, FL 33411, a corporation authorized to do business in the State of Florida ("Contractor").

1.0 Project Description:

The Village desires the Contractor to provide all goods, services, materials and equipment as identified herein related to the Sewer Rehabilitation Services project generally described as: _____ (the "Project"). The Project is more specifically described in the plans prepared by _____, dated _____, and which are incorporated herein by reference.

2.0 Scope

Under this Work Order, the Contractor will provide the Village with construction services for the Project as specified in the **Contractor's proposal attached hereto and incorporated herein as Exhibit "1"**.

3.0 Schedule and Liquidated Damages

Substantial completion of all services and work under this Work Order shall be within _____ **calendar days** from the Effective Date of this Work Order. Final completion of all services and work (and all punch-list items (if any)) under this Work Order shall be within _____ **calendar days** from the Effective Date of this Work Order. The Effective Date of this Work Order is the date following the parties' execution of this Work Order and the Village's delivery of a Notice to Proceed to the Contractor via e-mail, facsimile or other form of delivery as documented by the Village. Substantial completion occurs when the services and work has progressed to the point where, in the opinion of the Village, the work is sufficiently complete in accordance with the Contract Documents and this Work Order, so that the Project can be utilized for the purposes for which it is intended. Final completion occurs when all services and work (including punch-list items) has been completed and the project becomes fully operational and accepted by the Village.

Liquidated Damages. The Village and Contractor recognize that time is of the essence under this Work Order and the Contract Documents, and that the Village will suffer financial loss if the services and work described in this Work Order and the Contract Documents are not completed within the times specified in this Work Order. The Village and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the Village would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the services and work within the time specified. Accordingly, instead of requiring any such proof, the Village and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Village

_____ dollars (\$ _____) for each day that expires after the time specified in this Work Order.

4.0 Compensation and Direct Purchases

This Work Order is issued for a total not to exceed price of \$ _____. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

5.0 Project Manager

The Project Manager for the Contractor is _____, phone: _____; email: _____; and, the Project Manager for the Village is: _____, phone: _____; email: _____.

6.0 Progress Meetings

The Contractor shall schedule periodic progress review meetings with the Village Project Manager as necessary but every 30 days as a minimum.

7.0 Contractor's Representations

In order to induce the Village to enter into this Work Order, the Contractor makes the following representations:

7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents including this Work Order, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.

7.2 Contractor has obtained at his/her own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to the subsurface conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the stated work order price within the Work Order stated time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the IFB; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes.

7.3 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or is deemed necessary by the Contractor in order to perform and furnish the work under this Work Order price, within the Work Order time and in accordance with the other terms and conditions of the Contract Documents.

7.4 Contractor has correlated the results of all such observations, examinations,

investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.5 Contractor has given the Village's Contract Administrator written notice of all conflicts, errors or discrepancies that he or she has discovered in the Contract Documents and the written resolution thereof by Village or its designee is acceptable to the Contractor.

- 8.0 Warranty.** The Contractor warrants and guarantees to the Village that all services and work provided under this Work Order will be in accordance with this Work Order and the other Contract Documents. The Contractor warrants that (a) all materials and parts supplied under this Work Order shall be free from defects for one (1) year from the final completion of all work (unless a longer manufacturer warranty applies); (b) all services and work performed under this Work Order will be free from defects for one (1) year from the final completion of all work and the project shall be fully operational without unreasonable downtime or failures; and (c) that the services and work will conform to the requirements of the Contract Documents. If, at any time prior to the expiration of the one (1) year warranty period, the Village discovers any failure or breach of the Contractor's warranties or the Contractor discovers any failure or breach of the Contractor's warranties, the Contractor will, upon written notice from Village or of its own accord, at the Contractor's sole cost and expense, promptly correct such failure or breach (which corrective action must include, without limitation, any necessary removal, disassembly, reinstallation, repair, replacement, reassembly, retesting, and/or re-inspection of any part or portion of the work and any other property damaged or affected by such failure, breach, or corrective action). The Contractor will remedy any such failure or breach so, to the extent possible, to avoid unnecessary disruptions to the operations of Village or its systems. In the event the Contractor fails to initiate and diligently pursue corrective action within five (5) days of the Contractor's receipt of the Village's notice or the Contractor's discovery of the same, the Village may undertake such corrective action at the Contractor's expense.

9.0 Authorization

This Work Order is issued pursuant to the Agreement for Milling and Servicing between the Village and the Contractor, dated [REDACTED], ("Agreement" hereafter). If there are any conflicts between the terms and conditions of this Work Order and the Agreement, the terms and conditions of the Agreement shall prevail; however, the specific scope of work set forth herein shall take precedence.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order No.
_____ as of the day and year set forth above.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Bev Smith, Mayor

ATTEST:

By: _____
Kimberly Wynn, Village Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Christy Goddeau, Village Attorney

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

[Corporate Seal]

By: **DO NOT SIGN - SAMPLE ONLY**

Print Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____)

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 Ranger Construction Industries, Inc., a corporation
authorized to do business in the State of Florida, who is personally known to me or who has
produced _____ as identification, and who did take an oath under penalty
of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct,
and that he or she is duly authorized to execute the foregoing instrument and bind CONTRACTOR
to the same.

Notary Public Signature

Notary Seal:



Village of Palm Springs

Executive Brief

AGENDA DATE: December 12, 2024

DEPARTMENT: Public Works

ITEM #6: Resolution No. 2024-68 - Agreement with Foster Marine Contractors, Inc. - Public Works Department (FY 2025 Stormwater Fund)

SUMMARY: 2nd Avenue North from Congress Avenue to Lake Worth Road was identified in the Village's Stormwater Master Plan as an area prone to flooding. The Village's consultant, Keshavarz and Associates, worked with staff for the past year to design the necessary stormwater improvements and upgrades to alleviate these issues.

The project was advertised for bid on October 17, 2024, (ITB No. 2025B-003 - 2nd Avenue North Area Drainage System Improvements [TO No. 311]) and the Village received a total of three (3) proposals from qualified contractors. After reviewing the bids submitted, staff is recommending award to Foster Marine Contractors, Inc. as the lowest, most responsive, and responsible bidder at a cost not to exceed \$3,999,194.20.

FISCAL IMPACT:

2nd Avenue North Area Stormwater Improvements Project [TO No. 311] is being funded through Stormwater Fund appropriations from Account Number 42338-56300 at a cost not to exceed \$3,999,194.20. The FY 25 approved budget for this project is \$2,970,000 and therefore the funding shortfall will derive from a redistribution of funds from the same account.

ATTACHMENTS:

1. Resolution No. 2024-68- Foster Marine Contractors
2. Agreement - Foster Marine Contractors
3. Bid Submittal - Foster Marine Contractors Inc

RESOLUTION NO. 2024-68

A RESOLUTION OF THE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, TO APPROVE AN AGREEMENT WITH FOSTER MARINE CONTRACTORS, INC. FOR AN AMOUNT NOT TO EXCEED \$3,999,194.20 FOR 2ND AVENUE NORTH AREA DRAINAGE SYSTEM IMPROVEMENTS, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs recognized 2nd Avenue North from Congress Avenue to Lake Worth Road as an area prone to flooding in the the Village's Stormwater Master Plan; and

WHEREAS, Public Works advertised ITB No. 2025B-003 - (TO #311) - in the Lake Worth Herald, on October 17, 2024, and also posted on DemandStar; and

WHEREAS, Foster Marine Contractors, located at 3180 Fairlane Farms Road, Suite 1, Wellington, FL 33414, submitted a proposal November 20, 2024, to furnish all labor, equipment, and materials for the construction of roadway drainage system improvements; and

WHEREAS, the Village's Engineer, Keshavarz and Associates, and staff have reviewed and considered the proposal from Foster Marine Contractors, and find that it is in the Village's best interest to approve the agreement.

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

Section 1: The Village of Palm Springs approves the agreement with Foster Marine Contractors (TO #311) in the amount not to exceed \$3,999,194.20 for 2nd Avenue North from Congress Avenue to Lake Worth Road, for the construction of roadway drainage system improvements available from Account Number 42338-56300.

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 12th day of December 2024.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY BY:

BY: _____
CHRISTY GODDEAU, VILLAGE ATTORNEY

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

THIS AGREEMENT is by and between Village of Palm Springs ("Owner") and
Foster Marine Contractors, 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 new stormwater system improvements along 2nd Ave North, Reidel Ave and Miller Rd, consisting of underground drainage work, roadway improvements, concrete curbing, sidewalks and driveways, striping and signage.

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 new stormwater system improvements along 2nd Ave North, Reidel Ave, and Miller Rd, consisting of underground drainage work, roadway improvements, concrete curbing, sidewalks and driveways, striping and signage.*

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by Keshavarz and Associates, Inc.
- 3.02 The Owner has retained Keshavarz 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 365 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 395 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) \$ 3,999,194.20.

- 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 16, 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 47 sheets with each sheet bearing the following general sheet title: G0.1 – G.06, X0.1 – X.010, P.01 – P.18, D.01 – D.08, S.01 – S.05
9. Addenda (numbers 1 to 1, inclusive).
 - a. Geotechnical Report – Tierra South Florida, Inc. (pages 1 to 38)
 - b. Test Hole Inventory – InfraMap (pages 1 to 22)
10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 109, 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 Statutes. 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 than the following amounts or greater where required by Law and Regulations:
1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:
 - a. State Statutory
 - b. Applicable Federal Statutory
 - c. Employer Liability:

Bodily injury, each accident	\$1,000,000
Bodily injury by disease, each employee	\$500,000
Bodily injury/disease aggregate	\$1,000,000

- d. Foreign voluntary worker compensation Statutory

- 2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:
 - a. General Aggregate \$2,000,000
 - b. Products – Completed Operations Aggregate \$2,000,000
 - c. Personal and Advertising Injury \$1,000,000
 - d. Each Occurrence/Per Claim \$1,000,000
(Bodily Injury and Property Damage)

- 3. Automobile Liability under paragraph 6.03.D of the General Conditions:
 - a. Bodily Injury:
 - Each Person \$500,000
 - Each Accident \$1,000,000
 - b. Property Damage:
 - Each Incident \$1,000,000

- 4. Umbrella of Excess Liability under paragraph 6.03.E of the General Conditions:
 - a. Excess or Umbrella Liability
 - 1) General Aggregate \$5,000,000
 - 2) Each Occurrence/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 Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Contractor will advise the 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:

By: _____

By: _____

Title: Mayor

Title: _____

(Seal)

Attest: _____

Attest: _____

Title: Village Clerk

Title: Notary Public

Approved
as to
Form: _____

Title: Village Attorney

Address for giving notices:

226 Cypress Lane

Palm Springs FL, 33461

Address for giving notices:

3180 Fairlane Farms Road, Suite 1

Wellington, FL 33414

License No.: CGC1534961
(where applicable)

ORIGINAL



FOSTER MARINE CONTRACTORS, INC.

3180 FAIRLANE FARMS ROAD, SUITE 1
WELLINGTON, FLORIDA 33414
561-683-0034 PHONE | 561-683-0335 FAX

SEALED BID FOR:

2nd Ave North Area Drainage System Improvements

Bid No.: 2025B-003

**Village of Palm Springs
Village Clerk
226 Cypress Lane
Palm Springs, Florida 33461**

BID OPENING: November 20, 2024 @ 2:00 p.m.

Addenda – 1

(1) Original E-Bid Package via DemandStar

SECTION 00400

BID SUBMISSION CHECKLIST

Project Name: 2nd Ave North Area Drainage System Improvements

Bid Number: 2025B-003

Bidders Name: Foster Marine Contractors, 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
 - a. ☒ Affidavit from Bonding Company
7. ☒ Completed Section 00452 - Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion
8. ☒ Completed Section 00453 - Non-Collusive Affidavit
9. ☒ Completed Section 00454 - Drug-Free Workplace Certificate
10. ☒ Completed Section 00455 - Sworn Statement on Public Entity Crimes
11. ☒ Completed Section 00456 - Scrutinized Companies
12. ☒ Completed Section 00457 – Vendor Conflict of Interest Disclosure Statement
13. ☒ Bidder Qualification Information per section 00200
14. ☒ 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.
15. ☒ Anti-Human Trafficking Form
16. ☒ E-Verify Form
17. ☒ Signed copy of all addenda

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

226 Cypress Lane, Palm Springs, FL 33461

- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
1	11/15/2024
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and

drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BID FORM

<u>No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1	Mobilization / Demobilization / General Conditions	1	LS	158,000.00	158,000.00
2	Maintenance of Traffic	1	LS	139,000.00	139,000.00
3	NPDES Plan, Permitting & Compliance	1	LS	10,000.00	10,000.00
4	Survey Layout and Record Drawings	1	LS	84,000.00	84,000.00
5	Preconstruction Video	1	LS	5,000.00	5,000.00
6	Density Tests	900	EA	31.50	28,350.00
7	Proctor Tests	10	EA	100.00	1,000.00
8	Concrete 12" x 6" Cylinder Tests (Includes 3 Cylinders per Test)	50	EA	100.00	5,000.00
9	Lime Rock Bearing Ratio (LBR) Tests	24	EA	71.50	1,716.00
10	Clearing and Grubbing	1	LS	97,000.00	97,000.00
11	Type 'C' Inlet w/ USF 5113-6194	9	EA	6,740.00	60,660.00
12	Type 'C' Inlet w/ Concrete Collar & USF 6212	14	EA	7,510.00	105,140.00
13	Type 'C' Inlet w/ USF 5130-6168	1	EA	8,675.00	8,675.00
14	Type 'C' Inlet w/ USF 4155-6209	2	EA	9,250.00	18,500.00
15	Type 'E' Inlet w/ USF 6290	6	EA	10,675.00	64,050.00
16	4'Ø Type 'P' Bot. w/ USF 4155-6209	1	EA	10,250.00	10,250.00
17	4'Ø Type 'P' Bot. w/ USF 5113-6194	2	EA	14,000.00	28,000.00
18	4'Ø Type 'P' Bot. w/ Type 'C' Inlet Top & Concrete Collar, USF 6212	4	EA	9,550.00	38,200.00

19	4'Ø Type 'P' Bot. w/ Type 4 Curb Inlet Top & USF M306 GB/AB	2	EA	14,200.00	28,400.00
20	4'x4' Type 'J' Bot. w/ USF 4155-6209	1	EA	10,600.00	10,600.00
21	4'x4' Type 'J' Bot. w/ Type 'C' Inlet Top & Concrete Collar, USF 6212	3	EA	14,000.00	42,000.00
22	4'x4' Type 'J' Bot. w/ USF 5130-6168	3	EA	10,800.00	32,400.00
23	Type 'H' Inlet w/ USF 5113-6212 & USF M306 GB/AB	1	EA	19,600.00	19,600.00
24	4'Ø Storm Manhole w/ USF M306 GB/AB	4	EA	10,150.00	40,600.00
25	5'Ø Storm Manhole w/ USF M306 GB/AB	4	EA	14,200.00	56,800.00
26	6'Ø Storm Manhole w/ USF M306 GB/AB	1	EA	17,800.00	17,800.00
27	18"Ø ADS Nyoplast Drain Basin w/ Standard Locking Gate & Collar	1	EA	10,500.00	10,500.00
28	18"Ø ADS Nyoplast Drain Basin w/ ADS Road & Highway Inlet Top 3299CGR	1	EA	10,500.00	10,500.00
29	Modify Ex. Structure E-6677 per Plan (Miller Road)	1	LS	500.00	500.00
30	Trench Drain Complete w/ Concrete Encasement including 6" DR14 PVC & Fittings	1	LS	33,500.00	33,500.00
31	8" DR14 PVC	15	LF	485.00	7,275.00
32	12" DR14 PVC	37	LF	265.00	9,805.00
33	15" dia. Class III Reinforced Concrete Pipe	226	LF	76.00	17,176.00
34	18" dia. Class III Reinforced Concrete Pipe	1,861	LF	82.00	152,602.00
35	24" dia. Class III Reinforced Concrete Pipe	1,970	LF	113.25	223,102.50
36	30" dia. Class III Reinforced Concrete Pipe	52	LF	234.00	12,168.00
37	36" dia. Class III Reinforced Concrete Pipe	568	LF	187.00	106,216.00
38	42" dia. Class III Reinforced Concrete Pipe	16	LF	635.50	10,168.00
39	Pollution Prevention Baffle	6	EA	500.00	3,000.00

40	4'x4' Exfiltration Trench w/ 18" Perforated Class III RCP	194	LF	182.00	35,308.00
41	4'x6' Exfiltration Trench w/ 18" Perforated Class III RCP	454	LF	217.00	98,518.00
42	4'x6' Exfiltration Trench w/ 24" Perforated Class III RCP	264	LF	223.00	58,872.00
43	Core and Connect to Existing Structure	5	EA	4,000.00	20,000.00
44	Saw Cut Ex. Inlet, Construct Rip Rap Flume, Remove Fence	1	LS	13,000.00	13,000.00
45	Remove Ex. Sidewalk/ Sidewalk & Curb	2,721	LF	40.60	110,472.60
46	Remove Ex. Drain Pipe	265	LF	32.00	8,480.00
47	Remove Ex. Drainage Structure / Endwall	4	EA	2,340.00	9,360.00
48	Saw Cut Retaining Wall and Remove Ex. Headwall	2	EA	4,900.00	9,800.00
49	Remove Ex. Roadway (Pavement, Base, Etc.)	758	SY	12.80	9,702.40
50	Remove Ex. Guardrail & Misc. Pavement	1	LS	4,000.00	4,000.00
51	Remove and Dispose Ex. WM	1	LS	4,900.00	4,900.00
52	Remove Ex. Concrete Slab (Sheet X.05)	1	LS	5,600.00	5,600.00
53	Remove Ex. 10" PVC Sewer Main & Manhole (Plug Ex.)	1	LS	4,900.00	4,900.00
54	Remove Ex. Tree	11	EA	1,500.00	16,500.00
55	Remove Ex. Landscape Lighting	2	EA	1,650.00	3,300.00
56	Support & Protect Existing Utility Pole	3	EA	4,900.00	14,700.00
57	Support & Protect Existing Utility Box/Manhole	1	EA	4,000.00	4,000.00
58	Adjust AT&T Manhole	3	EA	2,200.00	6,600.00
59	Adjust Sanitary Manhole	2	EA	1,650.00	3,300.00
60	Adjust Valve Stem & Riser	1	EA	3,250.00	3,250.00

61	Fill Drainage Ditch (Includes Removal of Vegetation, Revetment & Construction of Swale per Plan)	1	LS	29,000.00	29,000.00
62	Remove Unsuitable Soil & Replace with Clean Fill	1,000	CY	10.00	10,000.00
63	Deflect Ex. Electrical Service	1	EA	1,500.00	1,500.00
64	Deflect Ex. AT&T Conduit	7	EA	1,500.00	10,500.00
65	Deflect Ex. Water Service	4	EA	1,500.00	6,000.00
66	Deflect 6" DIP WM (Fire Hydrant)	2	EA	16,000.00	32,000.00
67	Deflect 6" DIP WM (Reidel Avenue)	2	EA	11,700.00	23,400.00
68	Reconstruct Sanitary Sewer Lateral w/ Cleanout & Fittings (Fire Station)	1	LS	8,100.00	8,100.00
69	Concrete Sidewalk (4" thick, 3,000 psi)	1,012	SY	87.00	88,044.00
70	Concrete Curb and Sidewalk Combination (4" thick Sidewalk, 3,000 psi)	1,685	SY	109.00	183,665.00
71	Concrete Driveway Removal and Replacement (6" thick, 3,000 psi)	659	SY	129.00	85,011.00
72	Concrete Driveway Removal and Replacement (8" thick, 3,000 psi)	76	SY	200.00	15,200.00
73	Asphalt Driveway Removal and Replacement	1,060	SY	36.50	38,690.00
74	Asphalt Sidewalk Removal and Replacement (Davis Road)	22	SY	25.00	550.00
75	Shell Rock / Gravel Drive Removal and Restoration (8" Base LBR 100)	83	SY	15.00	1,245.00
76	Paver Brick Drive Restoration	204	SY	72.00	14,688.00
77	2' Concrete Valley Gutter (3,000 psi)	1,917	LF	45.00	86,265.00
78	Type 'F' Curb & Gutter (3,000 psi)	291	LF	61.50	17,896.50
79	12" Concrete Header Curb (Removal & Replacement)	366	LF	68.00	24,888.00
80	6' Concrete Valley Gutter Flared End (3,000 psi)	7	EA	1,200.00	8,400.00
81	6' Type 'F' Curb & Gutter Flared End (3,000 psi)	2	EA	1,900.00	3,800.00

82	Concrete Traffic Separator (Removal & Replacement, FDOT Index 520-020)	1	LS	7,900.00	7,900.00
83	Construct Concrete Collar around Ex. Storm Manhole	1	EA	3,250.00	3,250.00
84	Concrete Flume	2	EA	3,400.00	6,800.00
85	Asphalt Flume (2" SP-9.5, 8" Base LBR 100)	1	EA	3,250.00	3,250.00
86	ADA Detectable Warning	32	EA	970.00	31,040.00
87	Asphalt Road Restoration 2nd Avenue & Davis Road	3,702	SY	46.50	172,143.00
88	Asphalt Road Restoration Miller Road / Riedell Avenue	1,228	SY	53.60	65,820.80
89	Remove Asphalt, Recondition Ex. Base & Install 2.5" SP-9.5 in (2) Lifts	76	SY	107.00	8,132.00
90	6" Stabilized Subgrade (LRB 40)	4,603	SY	3.20	14,729.60
91	Type SP-9.5 Asphalt Leveling Course	43.0	TN	286.00	12,298.00
92	Milling and Resurfacing w/ 1" Type SP-9.5 Asphalt Pavement	13,810	SY	15.40	212,674.00
93	Construct Swale	4,826	LF	25.15	121,373.90
94	Sod Bahia	10,357	SY	9.40	97,355.80
95	Sod Floratam	1,151	SY	15.70	18,070.70
96	Locate & Stake R/W & Easement Lines	1	LS	14,300.00	14,300.00
97	Support, Protect, Store, Temporarily Relocate, Reinstall Ex. Signs	1	LS	5,000.00	5,000.00
98	Single Post Sign (R1-1) ("STOP")	1	EA	630.00	630.00
99	Single Post Sign (W11-2) (Pedestrian Crossing)	1	EA	665.00	665.00
100	Single Post Sign (R2-1) (Speed Limit)	1	EA	625.00	625.00
101	A - Solid Traffic Stripe (White) 6"	5,500	LF	3.30	18,150.00
102	B - Solid Traffic Stripe (White) 8"	48	LF	5.60	268.80

103	C - Solid Traffic Stripe (White) 12"	560	LF	7.60	4,256.00
104	D - Solid Traffic Stripe (White) 18"	48	LF	12.70	609.60
105	E - Solid Traffic Stripe (White) 24"	184	LF	23.25	4,278.00
106	G - Skip White Traffic Stripe (6' - 10') 6"	2,200	LF (Gross)	3.40	7,480.00
107	I - Solid Traffic Stripe (Yellow) 6"	82	LF	3.30	270.60
108	J - Solid Traffic Stripe (Yellow) 18"	162	LF	12.70	2,057.40
109	K - Solid Traffic Stripe (Double Yellow) 6"	3,475	LF	6.80	23,630.00
110	M - Skip Yellow Traffic Stripe (6' - 10') 6"	160	LF (Gross)	3.40	544.00
111	P - R.P.M. (Bi-Directional Amber/Amber)	360	EA	8.40	3,024.00
112	T - R.P.M. (Bi-Directional White/Red)	10	EA	8.40	84.00
113	R.P.M. (Bi-Directional Blue/Blue)	5	EA	23.00	115.00
114	Directional Arrows (White)	4	EA	340.00	1,360.00
	TOTAL BASE BID AMOUNT			\$ 3,702,844.20	

Contingency Items

<u>No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
C01	100' Bore and Jack	1	LS	210,500.00	210,500.00
C02	Install 6" Gate Valve w/ Box on Ex. Water Main	1	EA	9,650.00	9,650.00
C03	Install 8" Gate Valve w/ Box on Ex. Water Main	1	EA	10,800.00	10,800.00
C04	Restrain Ex. 6" Water Main Pipe Joint	1	EA	6,750.00	6,750.00

C05	Restrain Ex. 8" Water Main Pipe Joint	1	EA	6,850.00	6,850.00
C06	6" Single Line Stop	1	EA	10,000.00	10,000.00
C07	8" Single Line Stop	1	EA	11,000.00	11,000.00
C08	Deflect Ex. 4" FM	1	EA	14,900.00	14,900.00
C09	Deflect Ex. 6" FM	1	EA	15,900.00	15,900.00

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

Total of Unit Price Bids = Total Bid Price

\$ 3,999,194.20

Three Million Nine Hundred Ninety Nine Thousand One Hundred Ninety Four Dollars and Twenty Cents

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 365 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 395 calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Contractor's License No.: CGC1534961 [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

G. Required Bidder Qualification Statement with supporting data; and

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]*

Foster Marine Contractors, Inc.

By:

[Signature]


Michael Czajkowski

[Printed name]

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]


Mary Jane Czajkowski

[Printed name]

Title:

Secretary

Submittal Date:

11/20/2024

Address for giving notices:

Foster Marine Contractors, Inc.

3180 Fairlane Farms Road, Suite 1

Wellington, Florida 33414

Telephone Number: 561-683-0034

Fax Number: 561-683-0335

Contact Name and e-mail address: Michael Czajkowski

mike@foster-marine.net

Bidder's License No.: CGC1534961

(where applicable)

[See Licenses & Certifications - Attachment "A"](#)

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

BID BOND

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

BIDDER (Name and Address):

Foster Marine Contractors, Inc.
3180 Fairlane Farms Rd., Ste. 1
Wellington, FL 33414

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

Berkley Insurance Company
475 Steamboat Road
Greenwich, CT 06830

OWNER (Name and Address):

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

BID

Bid Due Date: November 20, 2024

Description: 2nd Ave North Area Drainage System Improvements

BOND

Bond Number: N/A

Date: November 20, 2024

Penal sum Five Percent of the Bid Amount \$ 5% of the Bid Amount
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Foster Marine Contractors, Inc. (Seal)

Bidder's Name and Corporate Seal

By:

Signature

Michael Czajkowski

Print Name

President

Title

Attest:

Signature

Title

Asst Secretary

SURETY

Berkley Insurance Company (Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Brett A. Ragland

Print Name

Attorney-in-Fact & FL Licensed Resident Agent

Title

Attest:

Signature

Title

Kanani Cordero

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said

statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
 WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Joseph D. Johnson, Jr.; Brett A. Ragland; Francis T. O'Reardon; Joseph D. Johnson, III; Kanani H. Cordero; or Tyler Ragland of Joseph D. Johnson & Company of Orlando, FL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

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 3rd day of March, 2020.

Attest:

Berkley Insurance Company

(Seal)

By

Ira S. Lederman

Executive Vice President & Secretary

By

Jeffrey M. Hafter

Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 3rd day of March, 2020, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDRAKEN
 NOTARY PUBLIC
 CONNECTICUT
 MY COMMISSION EXPIRES
 APRIL 30, 2024

Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY 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 that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 20th day of November, 2024.

(Seal)

Vincent P. Forte

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.

<u>SUBCONTRACTOR OR SUPPLIER AND ADDRESS</u>	<u>CLASS OF WORK OR MATERIAL</u>
(1) Concrete Products of the Palm Beaches, Inc. 931 Village Blvd., Suite 905-270 West Palm Beach, FL 33409	Precast Concrete Structures
(2) Dennis J. Leavy & Associates, Inc. 460 Business Park Way, Suite B Royal Palm Beach, FL 33411	Surveying, Layout, As-Builts
(3) Ferguson Waterworks 3697 Interstate Park Road S Riviera Beach, FL 33404	Pipe, Fittings, Valves
(4) Fine-Line Striping, Inc. 4915 Georgia Avenue West Palm Beach, FL 33405	Striping, Pavement Markings
(5) Pathway Enterprises, Inc. 6797 Augusta Court West Palm Beach, FL 33412	Concrete Flatwork
(6) Rapid Milling & Paving, LLC 2781 Vista Parkway, K5, 2nd Floor West Palm Beach, FL 33411	Milling, Paving
(7) Wakefield Road Boring, inc. 9223 Balsamo Drive Palm Beach Gardens, FL 33412	Jack & Bore

BIDDER: Foster Marine Contractors, Inc.

By: _____

Name: Michael Czajkowski

Title: President

Date: 11/20/2024

00431-1



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:

	<u>Cost</u>
1. Trench Safety Act Compliance	\$ <u>1,000.00</u>
2. Special Shoring	\$ <u>N/A</u>

Identify method of compliance for Item #1: Trench Box, Slope Trench

Identify or attach a copy of Special Shoring Requirements for Item #2: N/A

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).

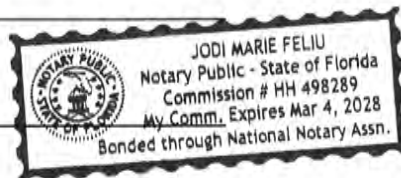
BIDDER: Foster Marine Contractors, Inc.
By: 
Name: Michael Czajkowski
Title: President



Sworn to and subscribed before me this 20th day of November, 2024


Notary Public

My Commission Expires: 3/4/28



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: Foster Marine Contractors, Inc.
Address: 3180 Fairlane Farms Road, Suite 1
Wellington, Florida 33414

2. SUBMITTED TO:

Village Clerks Office

3. SUBMITTED FOR:

Bid for 2nd Ave North Area Drainage System Improvements

Owner: Village of Palm Springs

Project Name: 2nd Ave North Area Drainage System Improvements

TYPE OF WORK:

Furnishing all labor, equipment, and materials for construction of
roadway drainage system improvements as required by the Plans,
Technical Specifications, and Bid Documents.

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person: Michael Czajkowski
Title: President
Phone: 561-683-0034
Email: mike@foster-marine.net

5. AFFILIATED COMPANIES:

Name:

Florida Flow Control, Inc.

Address:

3180 Fairlane Farms Road, Suite 1 Wellington, FL 33414

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:

7/2/1964

Executive Officers:

- President:

Michael Czajkowski

- Vice President(s):

None

See Corporation Documents - Attachment "B"

- Treasurer:

Mary Jane Czajkowski

- Secretary:

Mary Jane Czajkowski

☐ 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:

7. LICENSING

Jurisdiction: State of Florida

Type of License: General Contractor

License Number: CGC1534961

Jurisdiction: _____

Type of License: _____

License Number: _____

8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: n/a

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other (_____): _____

9. BONDING INFORMATION

Bonding Company: Berkley Insurance Company

Address: 475 Steamboat Road

Greenwich, CT 06830

Bonding Agent: Johnson & Company

Address: 801 N Orange Avenue, Suite 510

Orlando, Florida 32801

Contact Name: Kanani Cordero

Phone: 407-843-1120

Aggregate Bonding Capacity: \$40,000,000.00

Available Bonding Capacity as of date of this submittal: \$20,000,000.00

See Letter re Bonding Capacity - Attachment "C"

10. FINANCIAL INFORMATION

Financial Institution:	Seacoast Bank
Address:	12796 Forest Hill Blvd
	Wellington, FL 33414
Account Manager:	Dilia Boigris
Phone:	(561) 335-5200

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 details 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 details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☒ YES ☐ NO

[See Litigation Summary - Attachment "D"](#)

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

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: Michael Czajkowski

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	<u>2023-24</u>	EMR	<u>0.90</u>
YEAR	<u>2022-23</u>	EMR	<u>0.83</u>
YEAR	<u>2021-22</u>	EMR	<u>1.22</u>
YEAR	<u>2020-21</u>	EMR	<u>1.17</u>
YEAR	<u>2019-20</u>	EMR	<u>1.42</u>

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

YEAR	<u>2023-24</u>	TRFR	<u>0</u>
YEAR	<u>2022-23</u>	TRFR	<u>0</u>
YEAR	<u>2021-22</u>	TRFR	<u>8.79</u>
YEAR	<u>2020-21</u>	TRFR	<u>10.03</u>
YEAR	<u>2019-20</u>	TRFR	<u>0</u>

[See Key Personnel & Resumes - Attachment "E"](#)

[See Safety & Quality Assurance Documents - Attachment "F"](#)

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

YEAR	<u>2023</u>	TOTAL NUMBER OF MAN-HOURS	<u>35,462</u>
YEAR	<u>2022</u>	TOTAL NUMBER OF MAN-HOURS	<u>39,856</u>
YEAR	<u>2021</u>	TOTAL NUMBER OF MAN-HOURS	<u>45,475</u>
YEAR	<u>2020</u>	TOTAL NUMBER OF MAN-HOURS	<u>41,685</u>
YEAR	<u>2019</u>	TOTAL NUMBER OF MAN-HOURS	<u>46,821</u>

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	<u>2023</u>	DART	<u>0</u>
YEAR	<u>2022</u>	DART	<u>0</u>
YEAR	<u>2021</u>	DART	<u>0</u>
YEAR	<u>2020</u>	DART	<u>0</u>
YEAR	<u>2019</u>	DART	<u>0</u>

13. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: Foster Marine Contractors, Inc.

BY: 

TITLE: Michael Czajkowski, President

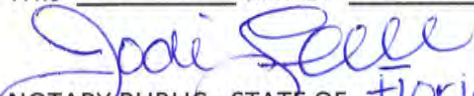
DATED: 11/20/2024



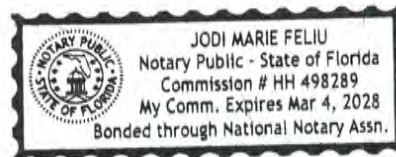
NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 20th DAY OF November, 20__


NOTARY PUBLIC - STATE OF Florida

MY COMMISSION EXPIRES: 3/4/28



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.

See Work in Progress - Attachment "G"

SCHEDULE A
CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B

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

Project Name	Owner's Contact Person Name: Address: Telephone:	Design Engineer Name: Company: Telephone:	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B

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

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

See Equipment List - Attachment "I"

SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

[illegible]

SECTION 00452
 BIDDER'S STATEMENT OF DISPUTES, LITIGATION,
 ARBITRATION, AND SURETY COMPLETION
 LAST THREE (3) YEARS

<u>PROJECT</u>	<u>NAME AND ADDRESS OF OWNER OR ENGINEER</u>	<u>NAME AND PHONE OF OWNER OR ENGINEER REPRESENTATIVE</u>	<u>DATE OF CONTRACT</u>	<u>AMOUNT</u>	<u>STATUS</u>
----------------	--	---	-----------------------------	---------------	---------------

See Litigation Summary - Attachment "D"

Signed)  _____



Michael Czajkowski, President

00452-1

SECTION 00453
NONCOLLUSION AFFIDAVIT

TO: The Village of Palm Springs, herein called the "Owner."

Pursuant to bidding requirements for the work titled "2nd Ave North Area Drainage System
Improvements,"

the enclosed contract documents shall be provided to the Owner.

State of Florida

County of Palm Beach

Michael Czajkowski, being first duly
(Officer's Name)

sworn, deposes, and says that:

1. He\She is President (officer's title)
of Foster Marine Contractors, 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)


Michael Czajkowski, President



Subscribed and sworn to before me
this 20th day of November, 2024


Notary Public



My commission expires 3/4/28

SECTION 00454
DRUG-FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that _____
Foster Marine Contractors, Inc. (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."



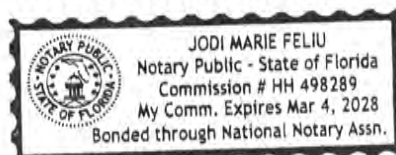
[Signature]
Authorized Signature
Michael Czajkowski
Date Signed 11/20/2024

State of: FLORIDA
County of: PALM BEACH

Sworn to and subscribed before me this 20th day of November, 2024

Personally known ☒ or Produced Identification n/a
(Specify Type of Identification)

[Signature]
Signature of Notary
My Commission Expires 3/4/28



00454-1

DRUG-FREE WORKPLACE CERTIFICATE

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 Michael Czajkowski, who, being by me first duly sworn, made the following statement:

1. The business address of Foster Marine Contractors, Inc.
(firm name of Bidder/Contractor)
3180 Fairlane Farms Road, Suite 1, Wellington, Florida 33414
is _____.
2. My relationship to Foster Marine Contractors, 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.

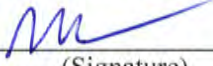
6. Neither the Bidder/Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Bidder/Contractor, nor any affiliate of the Bidder/Contractor, has been convicted of public entity crime subsequent to July 1, 1989.

(Draw a line through Paragraph 6 if Paragraph 7 below applies.)

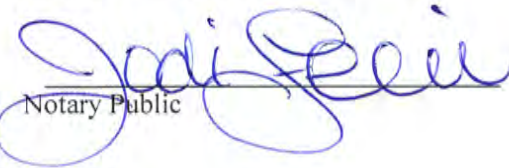
7. ~~There has been a conviction of a public entity crime by the Bidder/Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder/Contractor who is active in the management of the Bidder/Contractor or an affiliate of the Bidder/Contractor. A determination 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 _____.~~

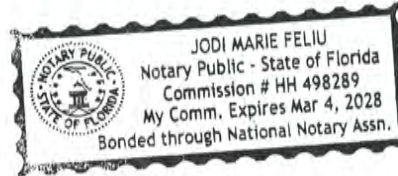
A copy of the order of the Division of Administrative Hearings is attached to this statement.

(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 20th day of
November, 2024.


Notary Public



(affix seal)

3/4/28
My commission expires

SECTION 00456
SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, Michael Czajkowski, on behalf of Foster Marine Contractors, 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 City for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

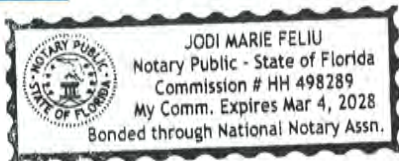
1. The Contractor is not on the Scrutinized Companies with Activities in Sudan List.
2. The Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Contractor is not engaged in business operations in Cuba or Syria.
5. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
6. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

CONTRACTOR:

By: [Signature]
Name: Michael Czajkowski
Title: President
Date: 11/20/2024

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was sworn to (or affirmed) and subscribed before this 20th day of November, 2024, by Michael Czajkowski, who is the President of Foster Marine Contractors, Inc., who is personally known to me or who has produced n/a as identification.



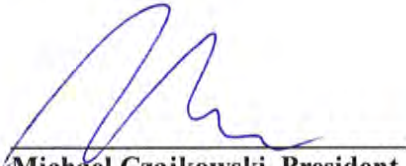
NOTARY PUBLIC

Printed Name of Notary Jodi Marie Felio

My Commission expires: 3/4/28

THE CONFLICT OF INTEREST STATEMENT FORM WAS MISSING FROM THE BID DOCUMENTS.

I, MICHAEL CZAJKOWSKI AS PRESIDENT OF FOSTER MARINE CONTRACTORS, INC., SWEAR/AFFIRM THAT WE HAVE NO CONFLICTS OF INTEREST WITH THE VILLAGE OF PALM SPRINGS.



**Michael Czajkowski, President
Foster Marine Contractors, Inc.
11/20/2024**





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 Foster Marine Contractors, Inc.
[entity's legal name] ("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: Michael Czajkowski

Print Title: President



STATE OF FLORIDA }
COUNTY OF PALM BEACH }

THE FOREGOING instrument was acknowledged before me by means of X physical
presence or online notarization on this 20th day of November 2024, by
Michael Czajkowski, as the President [title] of Vendor,
who is personally known to me or who has produced n/a as
identification and who did affirm or swear to the same.

Notary Seal:


Notary Public Signature



(Form B12)

AFFIDAVIT FOR EMPLOYMENT ELIGIBILITY VERIFICATION

(E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: 2nd Ave North Area Drainage System Improvements

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 20th day of November, 2024.

ATTEST

By: Mary Jane Czajkowski

PRINTED NAME: Mary Jane Czajkowski

Its: Secretary

VENDOR:

By: Michael Czajkowski

PRINTED NAME: Michael Czajkowski

Its: President

[See E-Verify Memorandum of Understanding - Attachment "J"](#)



Village of Palm Springs

226 Cypress Lane • Palm Springs, Florida 33461-1699

561-584-8200 • www.vpsfl.org

2025B-003

2nd Ave N Stormwater

Improvements

Addendum No. 1

November 15, 2024

BIDS DUE: 2:00 PM, Local Time, November 20, 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 2nd Ave N Stormwater project, fully and completely as if the same were fully set forth herein.

IN THE BIDDER REQUIREMENTS

IN THE SPECIFICATIONS

Receipt acknowledged and conditions agreed to the 20th day of November, 2024.

Foster Marine Contractors, Inc.

Bidder

By

Michael Czajkowski, President





FOSTER MARINE CONTRACTORS, INC.

3180 FAIRLANE FARMS ROAD, SUITE 1

WELLINGTON, FLORIDA 33414

561-683-0034 PHONE | 561-683-0335 FAX

Attachment “A”

Licenses & Certifications



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

FELIU, JODI MARIE

FOSTER MARINE CONTRACTORS, INC.
3180 FAIRLANE FARMS ROAD, SUITE 1
WELLINGTON FL 33414

LICENSE NUMBER: CGC1534961

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

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.





This Certifies that
MICHAEL CZAJKOWSKI

**Has Completed a Florida Department of Transportation Approved
Temporary Traffic Control (TTC) Advanced (Refresher) Course.**

Date Expires: 07/30/2025

Certificate # 64690

Instructor: Jasper Masciocchi

FDOT Provider # 36

T2 Centers University of Florida
Phone: 352-273-1670
2100 NE Waldo Road
Gainesville, FL 32609
techtransfer.ce.ufl.edu
j.masciocchi@ufl.edu

UF | **University of Florida**
Transportation Institute
Florida Transportation Technology
Transfer (T2) Center
UNIVERSITY of FLORIDA

Certificate of Completion

MICHAEL CZAJKOWSKI

**Has Completed a Florida Department of
Transportation Approved Temporary Traffic
Control (TTC) Advanced (Refresher) Course.**

07/30/2025

Date Expires

36

FDOT Provider #

Jasper Masciocchi

Instructor

64690

Certificate #

UF University of Florida
Transportation Institute
*Florida Transportation Technology
Transfer (T2) Center*
UNIVERSITY of FLORIDA

T2 Centers University of Florida
2100 NE Waldo Road
Gainesville, FL 32609
techtransfer.ce.ufl.edu
j.masciocchi@ufl.edu



For more information about Temporary Traffic
Control (TTC) or to verify this certificate

www.motadmin.com

Certificate of Completion



360training.com™

This Certifies That

Jodi Feliu

is awarded this certificate for

OSHA 30 Hour Outreach Training Program - Construction

Credit Hours: 30.00

Completion Date: 01/10/2018

Matthew Luman

Matthew Luman, Trainer C 0105487 and G 000079198

"As an OSHA authorized trainer, I verify that I have conducted this OSHA outreach training class in accordance with OSHA Outreach Training Program requirements. I will document this class to my authorizing OSHA training organization. Upon successful review of my documentation, I will provide each student their completion card within 90 days of the end of the class."

6801 N Capital of Texas Hwy, Suite 150 ♦ Austin, TX 78731 ♦ 877.881.2235 ♦ www.360training.com

Certificate of Completion

This is to certify that

Jodi Feliu

has completed

GHS and OSHA Hazardous Communication

Completion Date 01/16/2018

Course Duration 1.0

Certificate # 000013154931

[Signature]
 360training.com™

360training.com ♦ 6801 N Capital of Texas Hwy Suite 150 ♦ Austin, TX 78731 ♦ 877.881.2235 ♦ www.360training.com



Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road, M.S. 3565
Tallahassee, Florida 32399-2400

Ron DeSantis
Governor

Jeanette Nunez
Lt. Governor

Noah Valenstein
Secretary

Congratulations on successfully completing the Florida Stormwater Erosion and Sedimentation Control Inspector Training Program. We greatly appreciate your participation in and successful completion of this course. We hope that it has helped you to better understand Florida's stormwater problems and the importance of proper design, construction, and maintenance of erosion and sediment controls during construction, in order to assure the proper long-term operation and maintenance of stormwater systems after construction is completed.

Attached you will find your numbered certificate and wallet card. Please let us know if there are any errors in the certificate or card, or in the grading of your exam. You can contact us at admin@fsesci.com, or at the Training Program's website: www.FSESCI.com.

**FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**
**STORMWATER EROSION AND SEDIMENTATION CONTROL
INSPECTOR TRAINING PROGRAM**

JC Solomon

CLASS DATE	INSPECTOR #
09/27/2021	48507

**QUALIFIED STORMWATER MANAGEMENT INSPECTOR
CURRENTLY DOES NOT EXPIRE**

QUALIFIED STORMWATER MANAGEMENT INSPECTOR

The undersigned hereby acknowledges that

JC Solomon

has successfully met all requirements necessary to be fully qualified
through the Florida Department of Environmental Protection Stormwater
Erosion and Sedimentation Control Inspector Training Program

09/27/2021

Jared Searcy
Statewide Training
Coordinator

Inspector Number 48507

Kevin Coyne
WQRP Program
Administrator



FOSTER MARINE CONTRACTORS, INC.

3180 FAIRLANE FARMS ROAD, SUITE 1

WELLINGTON, FLORIDA 33414

561-683-0034 PHONE | 561-683-0335 FAX

Attachment “B”

Corporation Documents

State of Florida

Department of State

I certify from the records of this office that FOSTER MARINE CONTRACTORS, INC. is a corporation organized under the laws of the State of Florida, filed on July 2, 1964.

The document number of this corporation is 282922.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on February 4, 2022, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fourth day of February, 2022*



Ronald R. De
Secretary of State

Tracking Number: 8260320435CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

2024 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 282922

Entity Name: FOSTER MARINE CONTRACTORS, INC.

Current Principal Place of Business:

3180 FAIRLANE FARMS ROAD
SUITE 1
WELLINGTON, FL 33414

Current Mailing Address:

3180 FAIRLANE FARMS ROAD
SUITE 1
WELLINGTON, FL 33414 US

FEI Number: 59-1054370

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

JOHNSON, KENNETH N ESQ.
4440 PGA BLVD
SUITE 600
PALM BEACH GARDENS, FL 33410 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: KENNETH N. JOHNSON

03/04/2024

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title PRESIDENT
Name CZAJKOWSKI, MICHAEL
Address 3180 FAIRLANE FARMS ROAD
 SUITE 1
City-State-Zip: WELLINGTON FL 33414

Title SECRETARY, TREASURER
Name CZAJKOWSKI, MARY JANE
Address 3180 FAIRLANE FARMS ROAD
 SUITE 1
City-State-Zip: WELLINGTON FL 33414

Title AUTHORIZE REPRESENTATIVE
Name FELIU, JODI M
Address 3180 FAIRLANE FARMS ROAD
 SUITE 1
City-State-Zip: WELLINGTON FL 33414

Title AUTHORIZED REPRESENTATIVE
Name SOLOMON, JAMES C
Address 3180 FAIRLANE FARMS ROAD
 SUITE 1
City-State-Zip: WELLINGTON FL 33414

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JODI FELIU

**AUTHORIZE
REPRESENTATIVE**

03/04/2024

Electronic Signature of Signing Officer/Director Detail

Date



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****
3180 FAIRLANE FARMS RD STE 1
WELLINGTON, FL 33414

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
GENERAL CONTRACTOR	FELIU JODI MARIE	CGC1534961	B24.678936 09/05/2024	\$59.50	B40189296

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



FOSTER MARINE CONTRACTORS INC
FOSTER MARINE CONTRACTORS INC
3180 FAIRLANE FARMS RD STE 1
WEST PALM BEACH FL 33414

STATE OF FLORIDA
PALM BEACH COUNTY
2024 / 2025 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2024163616
EXPIRES: 09/30/2025

This receipt **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



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****
3180 FAIRLANE FARMS RD STE 1
WELLINGTON, FL 33414

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
GENERAL CONTRACTOR	WIGHT ROBERT H	CGC013244	B24.678566 09/05/2024	\$27.50	B40140786

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



FOSTER MARINE CONTRACTORS INC
FOSTER MARINE CONTRACTORS INC
3180 FAIRLANE FARMS RD STE 1
WEST PALM BEACH FL 33414-8776

STATE OF FLORIDA
PALM BEACH COUNTY
2024 / 2025 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 201472546
EXPIRES: 09/30/2025

This receipt **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



FOSTMAR-02

DDEPAZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/20/2024

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 Acrisure Southeast Partners Insurance Services, LLC 1317 Citizens Blvd Leesburg, FL 34748	CONTACT NAME: PHONE (A/C, No, Ext): (800) 845-8437 FAX (A/C, No): E-MAIL ADDRESS:
INSURED Foster Marine Contractors, Inc. 3180 Fairlane Farms Road, Suite 1 Wellington, FL 33414	INSURER(S) AFFORDING COVERAGE INSURER A : American Casualty Company of Reading, Pennsylvania NAIC # 20427 INSURER B : Transportation Insurance Company 20494 INSURER C : Landmark American Insurance Company 33138 INSURER D : Valley Forge Insurance Company 20508 INSURER E : Markel American Insurance Company 28932 INSURER F : Columbia Casualty Company 31127

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			6081277478	9/27/2024	9/27/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 POLLUTION WORK \$ 1,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			6081277464	9/27/2024	9/27/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			LHA602707	9/27/2024	9/27/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	6081277495	9/27/2024	9/27/2025	☒ 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
E	Equipment Floater			MKLM2IM0002033	9/27/2024	9/27/2025	Leased/Rented 300,000
F	Pollution			7092490474	6/14/2024	6/14/2025	Occurrence 3,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Proof of Coverage

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



FOSTER MARINE CONTRACTORS, INC.

3180 FAIRLANE FARMS ROAD, SUITE 1

WELLINGTON, FLORIDA 33414

561-683-0034 PHONE | 561-683-0335 FAX

Attachment “C”

Letter re Bonding Capacity



November 20, 2024

Village of Palm Springs -Village Clerk
226 Cypress Lane
Palm Springs, Florida

Re: ***Foster Marine Contractors, Inc. - Bid No. 2025B-003***
2nd Ave North Area Drainage System Improvements

To Whom It May Concern,

Foster Marine Contractors, Inc. is bonded through Berkley Insurance Company which has an A. M. Best Key rating of A+, XV and a Treasury Listing of \$757,021,000.

Foster Marine Contractors, Inc. has an excellent reputation in the community and we value them as a client. We welcome the opportunity to execute requested bonds provided they meet the current underwriting guidelines and the provisions are acceptable to both Foster Marine Contractors, Inc. and Berkley Insurance Company.

While each project is approved on its own merits, Foster Marine Contractors, Inc. has the ability to bond single projects up to an amount of \$20,000,000 with an overall aggregate limit of \$40,000,000. At the present time there is over \$30,000,000 of available capacity. Please note that these parameters are not be construed as maximums and projects in excess of these limits would be considered on an individual basis.

If we can be of service or should you have any questions, feel free to contact us at 407-843-1120.

Best Regards,

Brett Ragland
Vice President



FOSTER MARINE CONTRACTORS, INC.

3180 FAIRLANE FARMS ROAD, SUITE 1

WELLINGTON, FLORIDA 33414

561-683-0034 PHONE | 561-683-0335 FAX

Attachment “D”

Litigation Summary

Foster Marine Contractors, Inc.
Litigation Summary Past 10 Years

1. Foster Marine Contractors, Inc. v. Immokalee Water and Sewer District

- a. Style/Caption: Case No. 11-2019-CA-000127-0001-XX
- b. Parties: Foster Marine Contractors, Inc. / Immokalee Water and Sewer District
- c. Attorneys: Joseph Lawrence, II, Esq. (Foster Marine Contractors, Inc.)
300 SW First Avenue, Suite 150
Fort Lauderdale, Florida
(954) 728-1270

Richard P. Green, Esq.
100 Second Avenue, Suite 501-S
St. Petersburg, Florida 33701
(727) 245-0820
- d. Date Started: 1/14/2019
- e. Status: Closed
- f. Explanation: The Project over which dispute arose was the AC Water Main and Undersized Water Main Replacement, Phase 3 Project. The dispute was over non-payment of our final pay request due to District paying us then retracting payment. We prevailed on all counts at trial and the jury awarded us all of the money owed to us, plus attorney's fees and court costs, in August 2021.

2. Foster Marine Contractors, Inc. v. City of Delray Beach et al

- a. Style/Caption: Case No. 50-2017-CA-8953-AO
- b. Parties: Foster Marine Contractors, Inc. / City of Delray Beach
- c. Attorneys: Amy Fischer, Esq. (Foster Marine Contractors, Inc.)
250 South Australian Avenue, Suite 701
West Palm Beach, Florida 33401
(561) 833-6400

Sanaz Alempour, Esq. (City of Delray Beach)
600 North Pine Island Road
Plantation, Florida 33324
(954) 343-3902
- d. Date Started: 8/9/2017
- e. Status: Open
- f. Explanation: The Project over which dispute arose was the NE 2nd Avenue Seacrest Beautification Project. The dispute is still ongoing and is due to City's refusal to pay us despite Engineer's approval.



FOSTER MARINE CONTRACTORS, INC.

3180 FAIRLANE FARMS ROAD, SUITE 1

WELLINGTON, FLORIDA 33414

561-683-0034 PHONE | 561-683-0335 FAX

Attachment “E”

Key Personnel & Resumes

JODI M. FELIU
ROYAL PALM BEACH, FL 33414
561-718-3336
EMAIL: JODI@FOSTER-MARINE.NET

.....

PROFESSIONAL EXPERIENCE

July 2014 to Present

Office Manager/ Asst. PM / Asst. Estimator / Qualified License Holder

FOSTER MARINE CONTRACTORS, INC.

Responsible for company's long-term growth, stability and major decisions; Estimating and overseeing projects (ranging from 500k to 16 Million), managing construction of projects to maintain successful profit margins. Responsible for all aspects of operations from estimating to project closeout.

Sept 2003 – July 2014

Office Manager / Assistant Project Manager, Chaz Equipment Co., Inc.

Responsible for all aspect of Accounts Payable, Accounts Receivable, Payroll, and Equipment Management. Assisted CPA with monthly/annual close-outs. Worked under the current Estimator and Project Management to successfully assist in bidding projects from 500K to 10 Million, as well as managing the project upon award.

1997 to 2003

Accounts Receivable / Accounts Payable, Ceebraid-Signal Mgmt Group

Responsible for all accounting aspects of Receivables and Payables, Coordinate budgets on project, research and process vendor bids/proposal for projects, reconciliation of company accounts, Advertisement and Marketing, contract negotiations.

ACHIEVEMENTS

- o General Contractor, License # CGC1534961

EDUCATION

- o Kaplan University – AA in Business Administration (Graduate 2015)
- o John I Leonard High School (Graduate 1996)

REFERENCES

- o Excellent references are available upon request

MICHAEL CZAJKOWSKI

Objective

Position as a Superintendent in construction, specializing in land development, road building, and underground utilities.

Experience

July 2011 – Present

Foster Marine Contractors, Inc.
West Palm Beach, FL

Superintendent

- Field Operations
- Installation of Water and Sewer mains
- Installation of Storm Drains
- Infrastructure improvements (roadwork, concrete)
- Manhole, Lift Station rehabilitation

April 2000 – July 2011

Chaz Equipment Company, Inc.
Wellington, FL

Superintendent/ Vice President

- Installation of Water and Sewer mains
- Installation of Storm Drains
- Roadway restoration
- Manhole, Lift Station rehabilitation/Utilizing Sewpercoat PG

June 1997 – March 2000

Capital Contracting
Troy, MI

Construction Foreman

- Installation of Water and Sewer mains
- Construction of roadways

April 1997 – June 1997

Posen, Inc.
Utica, MI

Construction Foreman

- Installation of Water and Sewer mains
- Installation of Storm Drains
- Roadway restoration

1992 – 1997

Chaz Equipment Company Inc.
Delray Beach, FL

Construction Foreman

- Installation of Water and Sewer mains
- Installation of Storm Drains
- Roadway restoration
- Manhole, Lift Station rehabilitation / Utilizing Sewpercoat PG

Education

Stevenson High School – 4 Years (Sterling Heights, MI)

National Institute of Technology – 2 Years (Sterling Heights, MI)

Macomb County Community College – 1 ½ Years

Approved Applicator Certificate – Strong Systems, Inc / Sewpercoat PG Applications (June 1993)

Confined Space Entry Certificate (September 2000)

James C. Solomon, III ("J.C.")
Project Manager
Foster Marine Contractors, Inc.
(561) 683-0034
jc@foster-marine.net

Professional Experience

**April 2020
to Present**

Project Manager Foster Marine Contractors, Inc.

- Manage construction of various projects, including water, sanitary sewer, waste water, and pump station projects
- Assist in project estimating

Projects managed (Contract Value, Start Date, Completion Date)

▪ John Prince Park Campground Ph. 3	\$700 K	May 2020	Nov. 2020
▪ Lift Station 48 Rehabilitation	\$380 K	Oct. 2020	Mar. 2021
▪ Neighborhood Road Program	\$500 K	Feb. 2021	June 2021
▪ Lake Mangonia 42" FM Aerial Crossing	\$3.7 M	Apr. 2020	Aug. 2021
▪ Reclaimed Water Delivery Controls	\$250 K	Feb. 2021	Aug. 2021
▪ Tuscany Paving & Drainage Imp.	\$500 K	Mar. 2021	Oct. 2021
▪ Palm Springs Lift Station Rehabilitation	\$1 M	Feb. 2021	Dec. 2021
▪ Briny Breezes Water Main Relocation	\$300 K	May 2021	Dec. 2021
▪ Lake Worth Outfall Project	\$1.2 M	Apr. 2021	Jan. 2022
▪ Fire Station #9 Fabric Awning	\$120 K	Jan. 2022	Mar. 2022
▪ Olympus Drive Force Main	\$500 K	Mar. 2021	Apr. 2022
▪ Lake Shore Drive Drainage Imp.	\$5.5 M	Jan. 2021	July 2022
▪ Lakeview Avenue Sanitary Sewer Rep.	\$1.1 M	Jan. 2022	Aug. 2022
▪ Palm Club Sanitary Sewer	\$500 K	Jan. 2022	Aug. 2022
▪ Boynton Beach FM Isolation Valves	\$1 M	Oct. 2021	Sep. 2022
▪ Lift Stations 393, 1023, 8168 Imp.	\$1.3 M	Jan. 2022	Present
▪ Bluewater Cove Waterview Clearing	\$1.5 M	Apr. 2022	Present
▪ Juno Street SW Pump Station	\$3.5 M	Apr. 2022	Present
▪ Colonial Estates Water Main Rep.	\$2.1 M	Sep. 2022	Present
▪ Pines Village Water Main Imp.	\$12.5 M	Jan. 2023	Present

Education

- Florida Coastal School of Law, Jacksonville, Florida, *Juris Doctor* (May 2010)
- Florida State University, Tallahassee, Florida, *B.S. in Psychology* (May 2007)

Certifications

- FDEP Stormwater Erosion and Sedimentation Control Program, Qualified Stormwater Management Inspector (Inspector No. 48507)



FOSTER MARINE CONTRACTORS, INC.

3180 FAIRLANE FARMS ROAD, SUITE 1

WELLINGTON, FLORIDA 33414

561-683-0034 PHONE | 561-683-0335 FAX

Attachment “F”

Quality & Safety Assurance



July 23, 2024

*Foster Marine Contractors, Inc.
3180 Fairlane Farms Road, Suite 1
Wellington, FL 33414*

Re: Workers Compensation – Experience Modification Factors

To whom it may concern:

This is to confirm that the Workers Compensation Experience Modification Factor(s) for the above referenced insured are as follows:

YEAR	FACTOR
2023-24	0.90
2022-23	0.83
2021-22	1.22
2020-21	1.17
2019-20	1.42

If you have any questions or need any additional information, do not hesitate to call our office.

Sincerely,

Alisa Zhamnov

Alisa Zhamnov
Client Service Representative
AZhamnov@acrisure.com

Daily Timesheet, Field Report, and Job Site Safety Audit Forms



FOSTER MARINE CONTRACTORS, INC.

3180 FAIRLANE FARMS ROAD, SUITE 1
WELLINGTON, FLORIDA 33414
561-683-0034 PHONE | 561-683-0335 FAX

JOB # _____

DAILY TIME SHEET

DATE: / /	WEATHER: ☐ SUNNY ☐ PRTLY CLOUDY ☐ OVERCAST ☐ RAIN	NIGHT WORK
S M T W TH F SA	RAINED OUT? YES or NO ☐ 1/2 DAY ☐ FULL DAY	EXTRA WORK

EQUIP #	EMPLOYEE'S FULL NAME	LABOR CODE	START	END	OFFICE USE ONLY

MISC EQUIP

EQUIP #	HRS USED	DESCRIPTION OF EQUIP	EQUIP #	HRS USED	DESCRIPTION OF EQUIP

EMPLOYEES OUT

EMPLOYEE	REASON
1-	
2-	
3-	

FOREMAN'S SIGNATURE:



FOSTER MARINE CONTRACTORS, INC.
3180 FAIRLANE FARMS ROAD, SUITE 1
WELLINGTON, FLORIDA 33414
561-683-0034 PHONE | 561-683-0335 FAX

JOB #:

DAILY REPORT

DATE:

LOCATION OF WORK:

FROM:

TO:

street & station

street & station

FEET	SIZE	TYPE OF PIPE	TYPE OF USE
			WM FM SAN DRNG
			WM FM SAN DRNG
			WM FM SAN DRNG

QTY	TYPE	H2O SRVCS	SWR LATS	FH	or	GV	TYPE OF USE
							WM FM SAN DRNG
							WM FM SAN DRNG
							WM FM SAN DRNG

FEET	WIDTH	DEPTH	LOADS	TONS	ROADWORK
					[] SUB-BASE [] L/R [] ASPH [] STAB
					[] L/R BASE [] TEMP ASPH
					[] SWALE [] S/W [] D/W [] DITCH

FEET	LOADS	DEMOLITION
	S/W D/W	CURB PIPE ASPH
	S/W D/W	CURB PIPE ASPH
	S/W D/W	CURB PIPE ASPH

OTHERS ON JOBSITE (provide names)

[] TRUCKER	[] STRIPING
[] SURVEYOR	[] PUMP STATION
[] CONCRETE	[] TEST LAB
[] DEWATERING	[] ENGINEER
[] SOD LANDSCAPING	[] INSPECTOR(S)
[] PAVING	[]

DAILY WORKED PERFORMED &/OR DELAYS :

ANY UTILITY DAMAGES/ACCIDENTS:

Y N

TICKET #:



ACCIDENT/DAMAGE REPORT COMPLETED W/ PICTURES & SENT TO OFFICE

BARRICADES CHECKED []

EQUIPMENT LOCKED UP []

MATERIALS SECURED []

FOREMAN PRINT & SIGN NAME:

JOB SITE SAFETY AUDIT

PROJECT & JOB #: _____

DATE: _____

FOREMAN: _____

TIME: _____

OF CREW ON SITE: _____

WEATHER: _____

GENERAL SAFETY

	YES	NO	N/A
Medical Facility/Emergency Phone Numbers Posted			
Certified First-Aid/CPR person on site			
First-Aid kit on site			
FOSTER MARINE Safety Manual on site			
Each employee wearing PPE including hard hats, glasses, long pants and heavy work boots			
Weekly Tool Box Talks being conducted and documented			
Adequate toilet facilities available			
Drinking water and cups available			
Subcontractors on site adhering to Safety Policy			

EXCAVATIONS AND TRENCHES

	YES	NO	N/A
Locations located and marked PRIOR to commencement of work			
Copies of location tickets on site			
OSHA Certified Competent Person on site			
Proper shoring/trench boxes/sloping and/or benching used			
Spoil piles minimum of two (2) feet from excavation edge.			
Adequate water control			
Proper access and egress used in trench/excavation			

CONFINED SPACES

	YES	NO	N/A
OSHA Certified Competent Person on site			
Has the space been atmospherically tested (for Oxygen & gases)			
All required permits/emergency evac plans posted			
Energy sources isolated "Lock Out/Tag Out"			

TRAFFIC & PEDESTRIAN CONTROLS

	YES	NO	N/A
Appropriate MOT in place			
Traffic movement/direction clearly visible (not confusing)			
Trained flaggers positioned properly using correct equipment			
Broken s/w; d/w and/or debris secured by barricades and caution tape			
Sidewalks clear of construction equipment and/or equipment			
Adequate number and positioning of barricades throughout site			

HEAVY EQUIPMENT & VEHICLES

	YES	NO	N/A
Company drivers pre-qualified			
All operators experienced and properly trained			
Back-up alarms on all equipment in working order			
Seat Belts being used by drivers and operators			
Machines being greased daily			
Vehicles and machinery traveling at safe speeds			

	YES	NO	N/A
HOUSE KEEPING & MATERIAL STORAGE			
Pipes/conduits blocked to prevent material from rolling			
Material &/or equipment stored properly on the side of the ROW or on resident's property			
Excess material and/or garbage removed from work area			
FIRE PROTECTION & PREVENTION			
UL Approved flammable liquid containers properly identified			
Adequate number of Fire Extinguishers accessible and charged			
MATERIAL HANDLING & LIFTING			
Proper staging of materials to minimize lifting and carrying			
Rigging equipment inspected and in good condition			

What subject was covered on last Tool Box Talk?

Non-Compliance Issues

Recommended Corrective Action

	YES	NO	N/A
Above items reviewed with Superintendent/Foreman?			

Safety Audit Conducted by: _____

Superintendent/Foreman Signature: _____

Employee Safety Program Handbook



Employee Safety Handbook

FOSTER MARINE CONTRACTOR, INC.

**A Guide to Safety Policies & Procedures
to Support a Safety-Conscious Work Environment**

Provided by: FOSTER MARINE CONTRACTOR, INC.

Legal Disclaimer to users of this form employee handbook:

The materials presented herein are for general reference only. Federal, state or local laws, or individual circumstances may require the addition of policies, amendment of individual policies, and/or the entire Handbook to meet specific situations. These materials are intended to be used only as guides and should not be used, adopted, or modified without the advice of legal counsel. These materials are presented, therefore, with the understanding that the Company is not engaged in rendering legal, accounting, or other professional service. If legal advice or other expert assistance is required, the services of a competent professional should be sought.

FOSTER MARINE CONTRACTOR, INC. recognizes that our people drive the business. As the most critical resource, employees will be safeguarded through training, provision of appropriate work surroundings, and procedures that foster protection of health and safety. All work conducted by FOSTER MARINE CONTRACTOR, INC.'s employees will take into account the intent of this policy. No duty, no matter what its perceived result, will be deemed more important than employee health and safety.

FOSTER MARINE CONTRACTOR, INC. is firmly committed to the safety of our employees. We will do everything possible to prevent workplace accidents and we are committed to providing a safe working environment for all employees.

We value our employees not only as employees but also as human beings critical to the success of their family, the local community, and FOSTER MARINE CONTRACTOR, INC..

Employees are encouraged to report any unsafe work practices or safety hazards encountered on the job. All accidents/incidents (no matter how slight) are to be immediately reported to the supervisor on duty.

A key factor in implementing this policy will be the strict compliance to all applicable federal, state, local, and company policies and procedures. Failure to comply with these policies may result in disciplinary actions.

Respecting this, FOSTER MARINE CONTRACTOR, INC. will make every reasonable effort to provide a safe and healthful workplace that is free from any recognized or known potential hazards. Additionally, FOSTER MARINE CONTRACTOR, INC. subscribes to these principles:

1. All accidents are preventable through implementation of effective Safety and Health Control policies and programs.
2. Safety and Health controls are a major part of our work every day.
3. Accident prevention is good business. It minimizes human suffering, promotes better working conditions for everyone, holds FOSTER MARINE CONTRACTOR, INC. in higher regard with customers, and increases productivity. This is why FOSTER MARINE CONTRACTOR, INC. will comply with all safety and health regulations which apply to the course and scope of operations.
4. Management is responsible for providing the safest possible workplace for Employees. Consequently, management of FOSTER MARINE CONTRACTOR, INC. is committed to allocating and providing all of the resources needed to promote and effectively implement this safety policy.
5. Employees are responsible for following safe work practices and company rules, and for preventing accidents and injuries. Management will establish lines of communication to solicit and receive comments, information, suggestions and assistance from employees where safety and health are concerned.
6. Management and supervisors of FOSTER MARINE CONTRACTOR, INC. will set an exemplary example with good attitudes and strong commitment to safety and health in the workplace. Toward this end, Management must monitor company safety and health performance, working environment and conditions to ensure that program objectives are achieved.
7. Our safety program applies to all employees and persons affected or associated in any way by the scope of this business. Everyone's goal must be to constantly improve safety awareness and to prevent accidents and injuries.

Everyone at FOSTER MARINE CONTRACTOR, INC. must be involved and committed to safety. This must be a team effort. Together, we can prevent accidents and injuries. Together, we can keep each other safe and healthy in the work that provides our livelihood.

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The primary responsibility of the employees of FOSTER MARINE CONTRACTOR, INC. is to perform his or her duties in a safe manner in order to prevent injury to themselves and others.

As a condition of employment, employees MUST become familiar with, observe, and obey FOSTER MARINE CONTRACTOR, INC.'s rules and established policies for health, safety, and preventing injuries while at work. Additionally, employees MUST learn the approved safe practices and procedures that apply to their work.

Before beginning special work or new assignments, an employee should review applicable and appropriate safety rules.

If an employee has any questions about how a task should be done safely, he or she is under instruction **NOT** to begin the task until he or she discusses the situation with his or her supervisor. Together, they will determine the safe way to do the job.

If, after discussing a safety situation with his or her supervisor, an employee still has questions or concerns, he or she is required to contact the Safety Coordinator.

NO EMPLOYEE IS EVER REQUIRED to perform work that he or she believes is unsafe, or that he or she thinks is likely to cause injury or a health risk to themselves or others.

1. **Conduct:** Horseplay, 'practical jokes,' etc., are forbidden. Employees are required to work in an injury-free manner displaying accepted levels of behavior. Conduct that places the employee or others at risk, or which threatens or intimidates others, is forbidden.
2. **Drugs and Alcohol:** Use and/or possession of illegal drugs or alcohol on company property or on company time are forbidden. Reporting for work while under the influence of illegal drugs or alcohol is forbidden.
3. **Housekeeping:** The following areas must remain clear of obstructions:
 - Aisles/exits
 - Fire extinguishers and emergency equipment
 - All electrical breakers, controls, and switches
 - Eye wash/safety showers

You are responsible to keep your work area clean and safe. Clean-up several times throughout the day, disposing of trash and waste in approved containers, wiping up any drips/spills immediately, and putting equipment and tools away as you are finished with them.
4. **Injury Reporting:** All work-related injuries must be reported to your supervisor immediately. Failure to immediately report injuries can result in loss of Workers' Compensation benefits. After each medical appointment resulting from a work-related injury, you must contact human resources to discuss your progress. You must also give human resources paperwork that you received at the appointment.

Due to the nature of the construction industry FOSTER MARINE CONTRACTOR, INC. CANNOT provide workers with "light duty" jobs for persons injured at work. We will make every effort to work with restrictions if it is possible to do so without risking additional injury to the injured worker. Employees are required to return to work immediately upon release.
5. **Personal Protective Equipment (PPE):** Inspect PPE prior to each use. Do not use damaged PPE. You are required to maintain and keep PPE clean.
 - a) Safety Glasses – must be worn at all times in designated areas in this facility.
 - b) Hard Hats – must be worn at all times in designated areas.
 - c) Gloves – work gloves must be worn at all times when handling sharp or rough stock, welding, or performing other jobs, which could cause hand injuries. Synthetic gloves must be worn when handling chemicals.
 - d) Welding – appropriate filter lens, welding helmet, gloves, and sleeves are required for welders at all times.
 - e) Respirators – only employees trained and authorized to use respirators are allowed to do so.
 - f) Hearing Protection – is required in areas where noise exposure is more than 90dBA (85dBA if you already have experienced a hearing loss).
6. **Equipment Operation:** You must specifically be trained and authorized by your supervisor to operate the following:
 - Company vehicles,
 - Forklifts,
 - Machine and power tools,
 - Paint sprayers,
 - Welders, and
 - Cranes/hoists

When operating machines: do not wear loose clothing, long hair should be tied up and back, remove jewelry, and sleeves should either be rolled all the way up, or all the way down.

Never operate damaged or defective equipment. Turn the machine off and report it to your supervisor immediately.

Never tamper with, remove, or deactivate machine guards or controls designed to ensure safe operations. Never reach into an operating machine or moving machine part.

7. Ladders:

- Inspect all ladders prior to each use;
- Ladders must be placed on secure footing;
- Only one person is allowed on a ladder at a time;
- Never stand on the top two steps of a stepladder;
- Always maintain 3-point contact when working on ladders;
- Never reach beyond arm length when working on a ladder; and
- Never use metal ladders when working on or around electrical equipment.

8. Cranes/Hoists/Lifting Devices:

- a) Inspect all cranes, hoists and lifting devices (slings, hooks, etc.) prior to each use. Never use damaged equipment.
- b) Never walk under a load suspended from a hoist or crane.
- c) Keep all personnel clear of the 'fall zone' of the crane/hoist.
- d) Know the weight of material being lifted. Never overload a crane/hoist.

9. Lockout/Tagout – prior to working on any machinery when guards are removed, every energy source (electrical, hydraulic, chemical, mechanical, etc.) must be deactivated, stored energy dissipated, and the control locked in the off (safe) position.

Never remove or tamper with a lockout performed by another employee or contractor. A lockout could consist of a lock applied to a control such as a switch, breaker, or valve. A tag containing words such as "DANGER - DO NOT OPERATE" may also be used for lockout. If you see the lock, the tag, or both applied to an energy control device it means, "Keep your hands off."

10. Hazard Communication:

- a) All chemical containers must be labeled to identify contents and hazards. Most labels use numbers to rank the hazard level in three important areas:
 - FIRE** (red background color) - will the material burn?
 - HEALTH** (blue background) - is the material dangerous to my body?
 - REACTIVITY** (yellow background) - is the material dangerously unstable?

After each hazard (Fire, Health, Reactivity), a number from 1-4 will be assigned. The number reflects the degree (or amount) of hazard:

- | | |
|-------------|------------|
| -0 Minimal | -1 Slight |
| -2 Moderate | -3 Serious |
| -4 Severe | |

- b) A Material Safety Data Sheet (MSDS) must be secured for all chemicals purchased or brought on site. You have a right to access MSDSs – ask your supervisor.
- c) Follow all label and MSDS instructions – including amount instructions

- d) Do not mix chemicals unless authorized to do so.
- e) Keep all chemicals in closed containers.
- f) Store all flammable liquids in safety cabinets or safety cans. Never use flammable chemicals around ignition sources such as smokers, pilot lights, or arcing/sparking electrical equipment.
- g) Wear required Personal Protective Equipment and minimize contact with the chemical.
- h) Do not eat, drink, or smoke while using chemicals. And always wash your hands after handling chemicals.

11. Confined Space Entry – Only trained and authorized employees are permitted to enter confined spaces. If you believe that your job requires confined space entry, contact your supervisor prior to undertaking the work. (Confined spaces are areas not meant for human occupancy, have limited means of entry/exit, and have electrical, chemical, thermal, atmosphere, or entrapment hazards).

12. Emergencies:

- a) In the event of any serious injury or fire, call 911. Send someone to the facility entrance to meet the Fire Department. If in doubt, call 911.
 - b) Upon discovering a fire, alert others in immediate danger and initiate facility-wide fire alarm.
 - c) When the evacuation signal is given, all employees should immediately turn off equipment, close doors, and evacuate to their designated evacuation areas. Attendance will be taken to account for all personnel. Stay together in the group until further instructions are received.
 - d) Do not attempt to fight any fire which is uncontained, too hot, too smoky, or if you are too frightened.
 - e) To use a fire extinguisher, remember PASS:
 - P = Pull (the safety pin)
 - A = Aim (at the base of the fire)
 - S = Squeeze (the lever)
 - S = Sweep (side to side)
- If you use a fire extinguisher, remember:
- Stay low,
 - Keep yourself between the fire and an exit,
 - Do not turn your back on a fire, and
 - Immediately report the use to your supervisor.

- d) Do not touch blood or any other bodily fluid during or following an incident. If you are trained to administer first aid, gloves and other barriers are located with the first aid equipment. If you think that you have been exposed to bodily fluid, notify your supervisor immediately.

13. Company Vehicles and Driver Safety:

- a) Only employees authorized by FOSTER MARINE CONTRACTOR, INC. are permitted to operate FOSTER MARINE CONTRACTOR, INC. vehicles.
- b) No 'side trips' or personal use of company vehicles are permitted.
- c) Seat belts/shoulder harnesses must be worn whenever the vehicle is in motion.
- d) All local and state traffic regulations and signs must be followed.
- e) No unauthorized riders, hitchhikers, etc., are allowed.
- f) All moving violations resulting in points being assigned to your license must be reported to your supervisor.

g) Driving while under the influence of alcohol or other drugs is forbidden.

- Employees driving their personal vehicles on company business must follow steps 'c - g,' shown above.

14. Electrical Safety:

- a) Never operate or tamper with the electrical main switch or breakers. You are authorized only to operate switches/disconnects on/for individual machines.
- b) Report all electrical problems and suspected problems to your supervisor.
- c) All junction boxes, control boxes, connections, and other wiring must have covers securely installed to prevent accidental contact.
- d) Inspect all plugs, cords, and portable equipment prior to use.
- e) Report any damaged electrical equipment to your supervisor. Only authorized personnel are permitted to make repairs.
- f) Extension cords are to be used only for temporary applications. Never stretch cords across aisles or areas where others may trip over them. Do not attach extension cords to the building or run them under rugs/mats or through walls.
- g) Any personal electrical devices must be approved by FOSTER MARINE CONTRACTOR, INC. prior to use.

15. Lifting:

- a) If you need help moving material, request assistance.
- b) When you lift, use your leg muscles by squatting close to the load, preserving the curve in your back, spreading your feet, and lifting with your legs, keeping the load close to your body.
- c) When you turn holding an object, move your feet, and do not twist.

16. Staying Safe - Report any unsafe conditions or situations to your supervisor. If you have suggestions on improving any aspect of safety in the facility, discuss it. If you are unsure of how to operate a piece of equipment or complete an assignment, **ask for help**. Asking for help when you are unsure reduces the chance of injury.

These rules are established to help you stay safe and injury free. Violation of the above rules, or conduct that does not meet minimum accepted work standards, will result in discipline, up to and including discharge.

When working at a customer location, employees are required to follow the above rules, as well as all customer rules and procedures, and work in a manner that reflects positively on the company. Before operating any equipment at a customer location, permission must first be secured from the customer contact.

[Insert Name] is designated as FOSTER MARINE CONTRACTOR, INC.'s Safety Coordinator. [Insert Name] is designated as the Associate Safety Coordinator. The Safety Coordinator is responsible for implementation and compliance with the Safety and Health Policy of FOSTER MARINE CONTRACTOR, INC. and is accountable for results as measured by criteria, such as incident rates.

Other responsibilities include:

1. Resolve questions, approve and/or recommend necessary expenditures to correct unsafe conditions.
2. Make regular shop, warehouse, office and ground-job site tours, and safety inspections to determine if safe work practices are being observed; ensure that unsafe conditions do not exist.
3. Actively participate and follow the safety and health programs.
4. Plan, coordinate, perform, or delegate all safety training and testing given to supervisors and employees. Review results to be sure they are satisfactory. Maintain appropriate records of training and testing.
5. Review disciplinary actions with the employees.
6. Personally perform safety inspections, and review safety inspection reports and unsafe conditions reported by supervisors, employees, or others. Make or obtain corrections as required to maintain a safe workplace and ensure compliance.
7. Conduct regular safety meetings with employees to promote safety awareness and compliance with the Safety and Health Policies.
8. Ensure safety awareness among workers through regular meetings.
9. Ensure compliance with safe work practices and FOSTER MARINE CONTRACTOR, INC.'s safety rules. Take appropriate disciplinary action to ensure compliance. This includes safe working procedures in flange and fitting machine shop operations, saw shop operations, the warehouse, yard, and office operations.
10. Investigate accidents and assist with completion of accident report forms when required.
11. Review reports of first aid incidents and reportable injuries to determine possible preventative actions. Take immediate corrective actions as required.
12. Ensure that specific programs (i.e. hazard communication, protection from bloodborne pathogens, hearing conservation, forklift safety/operator certification) are implemented and complied with consistently.

In order to promote better communication between employees and management, a Safety & Health Committee has been established for FOSTER MARINE CONTRACTOR, INC.'s operations. Its primary function is to serve as a two-way channel of communication and to promote safety awareness throughout the workplace.

ORGANIZATION: The Safety & Health Committee will consist of:

Safety Coordinator
Associate Safety Coordinator
Superintendent
Job-site Foreman

The Employee Safety & Health Committee will meet monthly. The meeting will be chaired by the Safety Coordinator or Associate Safety Coordinator. Should a scheduled meeting have to be postponed, it will be held later in the month, on a date and time determined by the Safety Coordinator.

FUNCTION: The Safety & Health Committee has the following functions:

1. Conduct Safety/Housekeeping inspection(s) of one or more departments as part of each meeting.
2. Review and update safety rules and safe operating procedures.
3. Review accidents and "near miss" incidents reported since the last meeting, and suggest means for preventing future occurrences.
4. Convey, review, and comment on safety suggestions submitted by employees.
5. Plan and carry out various safety promotion activities (such as contests, award programs, etc.).
6. Promote safety awareness among all employees through safe attitudes and day-to-day interactions.
7. Review safety impacts of equipment/facility changes and multi-shift operations.

Take into account an employee's personal experience with safety when selecting Safety and Health Committee members. Someone from a specific work area with a history of accident or injury problems can bring valuable insights to the committee.

Volunteers or individuals who show they have an interest in safety are also good candidates. Likewise, individuals with a good safety record can bring their own experience to the group.

Rotate membership so that members exposed to Safety & Health Committee issues are "circulated" back into the workforce and others are brought in.

Occasionally, specialists or consultants may be added to the committee to address a specific situation or problem. Also, ad hoc subcommittees may be used to analyze and formulate recommendations on a particular problem.

The Safety & Health Committee should also be involved with developing SAFETY INCENTIVE PROGRAMS and in recognizing individual employees who have contributed to safety efforts and positive results.

Written documentation of Safety & Health Committee meetings should be maintained. A log or written minutes should be taken at each meeting. Meetings should follow a standard agenda.

1. Employees of FOSTER MARINE CONTRACTOR, INC. are required to follow all client safety and security procedures during client visits.
2. If your client host does not advise you regarding safety hazards consider the following:
 - Emergency exit location(s);
 - Keep your eye on the path you are walking and avoid any tripping/slipping hazards. When on stairs maintain three point contact (hand on rail and feet on stairs);
 - When visiting manufacturing or construction sites, eye protection, hearing protection, and hard hats are frequently required. Ideally, this equipment will be in the possession of the FOSTER MARINE CONTRACTOR, INC. employee and not provided by the client.

If you will be touring a factory or construction site, dress appropriately. Wear shoes that support your feet and are slip resistant. Avoid clothing that is either constrictive or too loose; loose clothing can get caught in machinery or other equipment.

1. Any work-related injury or suspected injury must be reported immediately to your supervisor and to Human Resources. A [insert form name] form must be completed. Failure to promptly report an injury may result in disciplinary action.
2. Human Resources will issue a [insert form name] for the injured employee to take to the treating medical practitioner. The employee must return this form to Human Resources by the next business day.
3. After each practitioner appointment, the employee must report to his/her supervisor and Human Resources to review his/her progress.
4. FOSTER MARINE CONTRACTOR, INC. DOES NOT provide light duty work for employees recovering from injury. Do to the nature of our work it is difficult to accommodate light duty work without the risk of further injuring the employee. Employees are required to return to work immediately upon release.
5. An accident investigation will be conducted to determine the root cause of the accident. The injured employee will be asked to participate in the investigation.
6. Employees are urged to report hazardous conditions and "near miss" incidents on ALL incidents with or without resulting in an injury. Job Site Foreman will have Incident Investigation Report that is MANADATORY to be filled out by the employees. Supervisors are require to fill out the "Supervisor's Accident Investigation Report".
7. Any attempt to defraud FOSTER MARINE CONTRACTOR, INC. with a false workers' compensation claim will result in disciplinary action. The case can also be referred to the district attorney for possible prosecution.

GENERAL EMERGENCY GUIDELINES:

- Stay calm and think through your actions
- Know the emergency numbers:
 - Fire/Police/Ambulance 9-911
 - Internal Emergency Number (if applicable)
 - Human Resources _____
 - Page _____
 - Operator "0"
- Know where the stairwell exits are located
- In the event of any emergency, do not take elevators, use the stairs
- Do not hesitate to call/alert others if you believe that an emergency is occurring — you will not "get in trouble."
- Know where emergency equipment is located: [insert location]

FIRE:**1. EVACUATION**

- Employees will be notified of a fire alarm either by the fire alarm system or by a paged announcement.
- Upon becoming aware of a fire alarm, employees should immediately evacuate the building using the closest stairs. Do not delay evacuation to get personal belongings or to wait for co-workers. Also, all doors should be closed as the last person passes through. (Note: never use elevators during fire alarm situations).
- Supervisors should be the last persons to leave the area. Check in conference rooms, lavatories, and offices to be sure that all personnel have evacuated.
- Any employee having a mobility, visual, hearing, or other condition, which may hinder them from becoming aware of an emergency or evacuating, should request special assistance through Human Resources.
- Upon exiting the building, personnel should report to [insert meeting location] for a headcount. [Insert department] personnel should gather and be accounted for by [insert name]. [Insert department] personnel should gather and be accounted for by [insert name].
- If any employee is missing, an immediate report should be made to [insert name of incident commander] who will in turn report to the first available fire department officer.
- Employees should stay together in a group so that periodic updates on the situation can be issued.
- The order to re-occupy the building will be issued by [insert name of incident commander].
- In the event of inclement weather, [insert name of incident commander] will make arrangements for all personnel to move to shelter.

2. EMPLOYEE DISCOVERING A FIRE:

- Alert other persons in the immediate hazard area.
- Activate a fire alarm or call [insert name] to page an emergency announcement.
- If you have been trained, you can decide to use a fire extinguisher following these instructions:
 - P=Pull the safety pin
 - A=Aim the nozzle at the base of the fire
 - S=Squeeze the operating lever
 - S=Sweep side to side covering the base of the fire

**When using a fire extinguisher always stay between the fire and an exit; stay low and back away when the fire is extinguished.*

**Never feel that using a fire extinguisher is required. If the fire is too hot, too smoky or you are frightened, evacuate.*

- Have someone notify [insert name of incident commander] where the emergency is located. He/she will relay this information to the fire department.

3. MEDICAL EMERGENCY: (chest pains, loss of consciousness, fall from a height, etc.)

- Upon discovering a medical emergency, call 911.
- Call the operator ("0") and report the nature of the medical emergency and location.
- Stay with the person involved being careful not to come in contact with any bodily fluids, unless properly trained and equipped.
- Send two persons (greeters) to the building entrance, [insert building entrance], to await the fire department. (One person should call and hold an elevator car. Often two fire department units will arrive, so the second greeter should wait at the entrance to receive the second unit while the first greeter escorts the fire dept. personnel to the scene).
- Employees in the immediate vicinity of the emergency, but not directly involved, should leave the area.
- Human Resources will make any necessary notifications to family members of the person suffering the medical emergency.

4. SEVERE WEATHER:

- The receptionist will monitor a weather alert radio. If a severe weather report is issued, she/he will immediately page the following announcement: [insert announcement]. (This announcement will be repeated three times).
- Employees will shut down office equipment and will be instructed where to go for safety.
- The receptionist will take the weather radio with her/him. When the severe weather warning is cancelled, she/he will send runners to advise that it is safe to return to office areas. A general announcement will also be made.

5. WORKPLACE VIOLENCE:

- Any employee who feels that she/he has been threatened should immediately report their concern to their manager and to Human Resources.
- If any person is observed exhibiting threatening behavior or making threatening statements, the person discovering the situation should warn others in the area and immediately notify Human Resources and stay away from the person exhibiting threatening behavior.
- Depending upon the level of concern, the [insert police department] (911) should be called immediately.
- Never attempt to confront any person exhibiting threatening behavior.

*If you have reason to believe that events in your personal life could result in acts of violence occurring at work, you are urged to confidentially discuss the issue with Human Resources so that a prevention plan can be developed.

1. Smoking is not allowed in any interior area of the building. Smoking is only allowed in designated exterior smoking areas.
2. No candles or open flames are allowed within the facility.
3. Hot work: contractors performing hot work (welding, grinding, flame cutting, brazing, soldering, etc.) must contact [insert name] for approval prior to the start of the work.
4. Only space heaters provided by the company are approved for use within the facility. Employees using space heaters are responsible to turn the heater off when leaving their desk for extended periods of time (lunch, end of the workday, etc.).
5. No flammable chemicals are allowed inside the building at any time. If you feel that there is a work-related need to use a flammable chemical, contact Human Resources for guidance.
6. Electrical safety:
 - With the exception of independently fused multi-tap cords for computers, extension cords are not allowed.
 - Keep electric cords out of areas where they will be damaged by stepping on/kicking them.
 - Turn electrical appliances off with the switch, not by pulling out the plug.
 - Turn all appliances off before leaving for the day.
 - Radios/tape/CD players and PDAs are the only personal electrical devices allowed to be used in offices/cubes. These devices must be in good repair. FOSTER MARINE CONTRACTOR, INC. reserves the right to instruct you to remove personal electrical devices at any time.
 - Never run cords under rugs or other floor coverings.
 - Any electrical problems should be reported immediately to [insert name].
7. The following areas must remain clear and unobstructed at all times:
 - Exit doors,
 - Aisles,
 - Electrical panels, and
 - Fire extinguishers.

1. All FOSTER MARINE CONTRACTOR, INC. employees have a right to know what chemicals they work with, what the hazards are, and how to handle them safely.
2. Material Safety Data Sheets (MSDS) are documents provided by the supplier of a chemical. MSDS detail the chemical contents, associated hazards, and general safe handling guidelines. At FOSTER MARINE CONTRACTOR, INC., the MSDS collection is located at [insert location]. Employees are free to utilize the MSDS as needed.
3. General rules for handling chemicals in an office environment are:
 - Read all label warnings and instructions.
 - When changing toner cartridges, consult with an experienced employee if you are unsure how to proceed.
 - Follow instructions for quantity. More is not better.
 - Minimize contact with chemicals. Use double layer cloths or gloves to protect your skin and keep your face clear of the area to reduce inhalation.
 - Always wash your hands after handling chemicals.
 - If a chemical enters your eye(s) immediately hold open the injured eye(s) and rinse it/them with clean, cool water for 15 minutes. Then be sure to report the injury immediately.
 - Any questions or concerns regarding chemicals should be reported to Human Resources.

Office Safety:

1. Never leave file drawers open, or open multiple file drawers at once.
2. Do not stack heavy or bulky objects on top of cabinets.
3. Do not store frequently used objects above shoulder height or below knee height.
4. Never reach into office machines without turning them off and unplugging them if possible.
5. Keep your work area free of trip hazards such as storage in walkways, cords across aisles, and damaged floor coverings.
6. Inspect step stools/ladders before use. Be sure to keep a stationary object in front of you when using a step stool to provide stability.
7. Never use defective or broken equipment. Report these problems to your supervisor.

Security:

1. Always be aware of your surroundings. Keep your head up and hands out of your pockets while walking to and from your car.
2. Immediately report any suspicious activity or persons to [insert name]. And immediately report any theft to [insert name].
3. When parking, remove all valuables from sight and lock car doors.
4. Do not enter an elevator car if you are concerned about other riders; instead, wait for the next car.
5. Keep all valuables (money, purse, jewelry, etc.) out of sight when at your desk. Do not bring large sums of money or other valuables into the building.
6. Secure laptop computers, PDAs, and other small electronic devices before leaving your workspace for extended periods of time (lunch, meetings, etc.).
7. If you are working alone and are in the office before or after regular business hours, on weekends, or holidays, observe these additional guidelines:
 - Be sure doors close and lock after you.
 - Turn on lights as you move through the building.
 - Always be aware of the closest telephone (do not hesitate to call 911 if you feel threatened).
 - Be sure that someone at home knows that you are at work and is expecting you to check in by a specified time.
 - As you leave the office, be sure to turn off all equipment, lights, etc., after use.
8. Weapons, including firearms, knives with blades longer than two inches, bow/arrow, pepper spray (mace, tear gas), and clubs, are not allowed on FOSTER MARINE CONTRACTOR, INC. property.

FOSTER MARINE CONTRACTOR, INC. does not tolerate harassment of our job applicants, employees, clients, guests, vendors, customers, or persons doing business with FOSTER MARINE CONTRACTOR, INC. Any form of harassment related to an employee's race, color, sex, religion, national origin, age, citizenship status, veteran status, or handicap is a violation of this policy and will be treated as a disciplinary matter. For these purposes, the term harassment includes, but is not limited to, slurs, jokes, or other verbal, graphic, or physical conduct relating to an individual's race, color, sex, religion, or national origin; sexual advances; requests for sexual favors and other verbal, graphic, or physical conduct of a sexual nature.

Violation of this policy by an employee shall subject that employee to disciplinary action, up to and including immediate discharge.

Sexual harassment, one type of prohibited harassment, has been defined according to FOSTER MARINE CONTRACTOR, INC. guidelines as:

- Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:
- Submission to such conduct is made a term or condition, either explicitly or implicitly, of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as a factor in decisions affecting that individual's employment; or
- Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creates an intimidating, hostile, or offensive working environment.

Examples of conduct prohibited by this policy include but are not limited to:

- Unwelcome sexual flirtation, advances, or propositions;
- Verbal comments related to an individual's age, race, gender, color, religion, national origin, disability, or sexual orientation;
- Explicit or degrading verbal comments about another individual or his/her appearance;
- The display of sexually suggestive pictures or objects in any workplace location including transmission or display via computer;
- Any sexually offensive or abusive physical conduct;
- The taking of or the refusal to take any personnel action based on an employee's submission to or referral of sexual overtures; and
- Displaying cartoons or telling jokes that relate to an individual's age, race, gender, color, religion, national origin, disability, or sexual orientation.

Harassment of our employees in connection with their work by non-employees may also be a violation of this policy. Any employee who becomes aware of any harassment of an employee by a non-employee should report such harassment to his or her supervisor. Appropriate action will be taken with respect to violation of this policy by any non-employee.

If you believe that you are being subjected to workplace harassment, you should:

1. Tell the harasser that his or her actions are not welcome and they must stop, if you feel comfortable enough to do so.
2. Report the incident immediately to your supervisor/manager, the site Human Resources representative, or the Employee Relations Department.
3. Report any additional incidents that may occur to one of the above resources.

Any reported incident will be investigated. Complaints and actions taken to resolve complaints will be handled as confidentially as possible, given FOSTER MARINE CONTRACTOR, INC.'s obligation to investigate and act upon reports of such harassment.

Retaliation of any kind against an employee who reports a suspected incident of sexual harassment is prohibited. An employee who violates this policy or retaliates against an employee in any way will be subject to disciplinary action up to and including termination.

Any work-related accident resulting in serious injury or the death of an employee presents significant emotional challenges for management. Following are some guidelines, which may reduce the effects on fellow employees and minimize the impact from regulators, such as OSHA.

1. Be prepared to talk to local police officials, district attorney investigators, coroners, and OSHA compliance officers. Be aware that police and district attorneys can conduct criminal investigations. Be truthful but do not speculate or offer unsolicited opinions, information, or theories. Also be prepared for contacts from local news media. Consult with legal advisors if in doubt. (Operate under the assumption that OSHA will investigate. Take steps to be sure that your entire facility is as prepared as possible).
2. Fatalities and Incidents resulting in three or more employees receiving inpatient hospitalization must be reported within 8 hours to the closest OSHA area office. If after hours, the incident can be reported to OSHA at: 1-800-321-6742.
3. Have a representative of your company contact the employee's next of kin to inform her/him of the circumstances. If possible, this contact should be made in person. Offer to provide transportation and/or other support. (For example, providing a FOSTER MARINE CONTRACTOR, INC. representative at the hospital will convey the company's concern).
4. Get all witnesses names. If some witnesses are not employees, be sure to get full addresses and phone numbers.
5. Render safe any hazards created by the accident scene. (i.e. material that may fall, leaking chemicals, etc.). Rope off or otherwise isolate the accident scene early on to prevent it from becoming a "tourist attraction."
6. Conduct an initial investigation. If equipment and/or duties directly involved in the accident are duplicated elsewhere in the company, take immediate steps to assure that there will be no re-occurrence of the accident.
7. Take pictures to document the scene. Note anything that may help you identify specific equipment involved such as serial numbers, license plate numbers, etc.
8. Follow FOSTER MARINE CONTRACTOR, INC.'s procedure for bloodborne pathogens in cleaning any bodily fluid spills.
9. Consider meeting with employees in small groups to discuss, in general terms:
 - a) The serious accident that occurred.
 - b) That all the necessary steps were taken to care for the person involved.
 - c) That an accident investigation is being performed.
 - d) That all employees will be kept informed.
 - e) The availability of the Employee Assistance Program (EAP) (if applicable).
 - f) Provide encouragement and request that employees work safely.
10. Request your supervisors be alert for employees who may not be paying full attention to their jobs and thereby jeopardizing their own safety. During these discussions, do not discuss fault, discipline, opinions, etc.
11. If your company has a physician on contract, have him/her follow the case.

1. Blood and other bodily fluids can carry pathogens, which are capable of causing diseases in others. This includes HIV, which leads to AIDS and hepatitis.
2. Because we cannot tell by looking at a person if they are infected with a pathogenic disease, we must take precautions following an illness or injury when bodily fluids are released.
3. In the event of a person losing bodily fluids, stay away from the area and warn others to also do so. You can still stay close to the ill/injured person to support him/her, just be sure to stay out of contact any bodily fluids.
4. In the event that you find spilled bodily fluids, a syringe, or other medically contaminated materials, do not attempt clean up by yourself. Call Human Resources immediately for instructions.

To: All drivers of FOSTER MARINE CONTRACTOR, INC.
Effective: 01/01/18

- This policy applies to:
 - Vehicles owned, leased, or rented to FOSTER MARINE CONTRACTOR, INC.
 - Personally owned vehicles driven by employees on behalf of FOSTER MARINE CONTRACTOR, INC.

The following policy has been established to encourage safe operation of vehicles, and to clarify insurance issues relating to drivers and FOSTER MARINE CONTRACTOR, INC.

- All drivers must have a valid driver's license.
- Motor Vehicle Records will be checked periodically. Driving privileges may be suspended or terminated if your record indicates an unacceptable number of accidents or violations. Should your record fall into our insurance carrier's guidelines of an, 'unacceptable driver,' our employment may be terminated.
- Your supervisor must be notified of any change in your license status or driving record.

When operating your own vehicle for FOSTER MARINE CONTRACTOR, INC. business:

- Your Personal Auto Liability insurance is the primary payer. FOSTER MARINE CONTRACTOR, INC.'s insurance is in excess of your coverage.
- You should carry at least \$[enter amount] per occurrence liability coverage. Evidence of Insurance coverage is to be provided to either FOSTER MARINE CONTRACTOR, INC. each year, by a copy of your policy's Declaration page or a Certificate of Insurance.
- FOSTER MARINE CONTRACTOR, INC. is not responsible for any physical damage to your vehicle. You must carry your own collision and comprehensive coverage.
- Report your mileage for expense reimbursement.

In the event of an accident:

- Take necessary steps to protect the lives of yourself and others.
- Comply with police instructions.
- Do not assume or admit fault. Others will determine liability and negligence after thorough investigation.
- Report the accident to FOSTER MARINE CONTRACTOR, INC. as soon as possible.

By signing this document you are agreeing that you have read and understood the Vehicle Use policy, and will comply.

Employee's Signature _____

Date _____

FOSTER MARINE CONTRACTOR, INC. is firmly committed to your safety. We will do everything possible to prevent workplace accidents and are committed to providing a safe working environment for you and all employees.

We value you not only as an employee but also as a human being critical to the success of your family, the local community, and FOSTER MARINE CONTRACTOR, INC.

You are encouraged to report any unsafe work practices or safety hazards encountered on the job. All accidents/incidents (no matter how slight) are to be immediately reported to the supervisor on duty.

A key factor in implementing this policy will be the strict compliance to all applicable federal, state, local, and FOSTER MARINE CONTRACTOR, INC. policies and procedures. Failure to comply with these policies may result in disciplinary actions.

Respecting this, FOSTER MARINE CONTRACTOR, INC. will make every reasonable effort to provide a safe and healthful workplace that is free from any recognized or known potential hazards. Additionally, FOSTER MARINE CONTRACTOR, INC. subscribes to these principles:

1. All accidents are preventable through implementation of effective Safety and Health Control policies and programs.
2. Safety and Health controls are a major part of our work every day.
3. Accident prevention is good business. It minimizes human suffering, promotes better working conditions for everyone, holds FOSTER MARINE CONTRACTOR, INC. in higher regard with customers, and increases productivity. This is why FOSTER MARINE CONTRACTOR, INC. will comply with all safety and health regulations which apply to the course and scope of operations.
4. Management is responsible for providing the safest possible workplace for Employees. Consequently, management of FOSTER MARINE CONTRACTOR, INC. is committed to allocating and providing all of the resources needed to promote and effectively implement this safety policy.
5. Employees are responsible for following safe work practices, company rules, and for preventing accidents and injuries. Management will establish lines of communication to solicit and receive comments, information, suggestions, and assistance from employees where safety and health are concerned.
6. Management and supervisors of FOSTER MARINE CONTRACTOR, INC. will set an exemplary example with good attitudes and strong commitment to safety and health in the workplace. Toward this end, management must monitor the company's safety and health performance, working environment, and conditions to ensure that program objectives are achieved.
7. Our safety program applies to all employees and persons affected or associated in any way by the scope of this business. Everyone's goal must be to constantly improve safety awareness and to prevent accidents and injuries.

Everyone at FOSTER MARINE CONTRACTOR, INC. must be involved and committed to safety. This must be a team effort. Together, we can prevent accidents and injuries and keep each other safe and healthy in the work that provides our livelihood.

By signing this document, I confirm the receipt of FOSTER MARINE CONTRACTOR, INC.'s employee safety handbook. I have read and understood all policies, programs, and actions as described, and agree to comply with these set policies.

Employee Signature

Date



FOSTER MARINE CONTRACTORS, INC.

3180 FAIRLANE FARMS ROAD, SUITE 1

WELLINGTON, FLORIDA 33414

561-683-0034 PHONE | 561-683-0335 FAX

Attachment “G”

Current Projects

Current Projects/Work in Progress (November 2024)						
Project Name	Project Location	Project Description	Owner Contact	Contract % Complete	Contract Amount	Completion Date (Estimated)
Pines Village WM Improvements Ph. II	Pembroke Pines, FL	Furnish all labor, equipment, and materials for installation of 42,000 LF of new 6" & 8" PVC WM, 9,000 LF of new 6" & 8" Sanitary Wewer, MOPS lift station, 816 new water services/meters; septic tank abondment; and, 150,000 SY of milling/paving.	City of Pembroke Pines George Wrves (954) 518-9045	99%	\$ 12,108,650.30	11/30/2024
Town of Hypoluxo Septic to Sewer PDB	Lantana, FL	Furnish all labor, equipment, and materials for installation of 1,500 LF of 8" gravity sewer main (PVC & DIP); 600 LF of 4" low pressure PVC FM; laterals; cleanouts; tie-ins to existing FM; 7 precast sanitary manholes; 2 precast lift stations (wet wells, electrical, instrumentation); asphalt milling & paving; and, concrete work.	City of Boynton Beach Jose Huertas, P.E. (561) 742-6487	88%	\$ 2,110,026.69	11/30/2024
North Ocean Blvd WM Pipe Enhancements	Ocean Ridge, FL	Furnish all labor, equipment, and materials for installation of 4,000 LF of HDPE WM via open cut and horizontal directional drill; lateral connections; valves; fittings; hydrant assemblies; milling/paving; concrete work; and, all associated restoration.	Town of Ocean Ridge Lynne Ladner (561) 732-2635	83%	\$ 2,483,990.60	12/31/2024
Lift Station No. 11 Force Main	Wilton Manors, FL	Furnish all labor, equipment, and materials for installation of 3,800 LF of new 24" HDPE FM from Master Lift Station No. 11 to existing DIP stub-out via open cut and horizontal directional drill; valves; fittings; bypassing; milling/paving; concrete; and, all restoration.	City of Wilton Manors David Archacki (954) 390-2190	75%	\$ 2,804,437.50	1/31/2024
Southern Outfall Project	Lake Park, FL	Furnish all labor, equipment, and materials for installation of 1,500 LF of two (2) 60" HPPP stormwater drainage pipes; 10 precast stormwater structures; 1,200 LF of sanitary PVC FM; removal of existing bridge and 72" corrugated aluminum stormwater pipe; milling and paving; concrete work; and, all associated appurtenances and restoration.	Town of Lake Park John Wille (561) 881-3345	12%	\$ 3,450,696.30	7/31/2024
Lift Station 5015 Conversion to Repump	Greenacres, FL	Furnish all labor, equipment, and materials necessary to convert lift station to in-line booster pump station, including, mechanical work; electrical work; installation of new pumps & control panels; piping; wet well/coatings; bypass piping; and, restoration.	Palm Beach County WUD Duane Palumbo (561) 493-6000	0%	\$ 5,768,500.00	8/31/2024



FOSTER MARINE CONTRACTORS, INC.

3180 FAIRLANE FARMS ROAD, SUITE 1

WELLINGTON, FLORIDA 33414

561-683-0034 PHONE | 561-683-0335 FAX

Attachment “H”

Previous Experience & References



Previous Experience/Major Completed Projects
2015 - 2024

(Current Project with *Estimated Completion Dates*)

Job #	Job Name	Municipality/Customer	Job Description	NTP Date	Substantial Completion Date	Final Completion Date	Original Contract Amount	Net Change Order Amount	Change Order Reason(s)	Final Contract Amount	Contact Person	Address	Phone	Email	(P) Prime or (S) Sub	PM
14-113	Bay Colony Improvements	Groundstone, Inc. 1000 Bay Colony Dr. S Juno Beach, FL 33408	This project consisted of manhole rehabilitation for existing manholes upstream from lift station WW which included Calcium Aluminate Cementitious wall, bench, and chimney, infiltration repairs, manhole clean and prep, other miscellaneous work, and all associated appurtenances.	10/31/2015	12/30/2015	1/30/2016	\$133,843.00	\$0.00	N/A	\$133,843.00	Ed Hendry/ Groundstone, Inc.	Groundstone Inc. 1000 Bay Colony Dr. South Juno Beach, FL 33408	561-781-0070	hendry@groundstone.net	P	Howard Wight
14-115	Imperial Woods Water Main	Town of Jupiter 17403 Central Blvd. Jupiter, FL 33458	Installation of approximately 5,200 LF of 4"-6" Watermains with associated wellpointing, services, valves & hydrants, restoration, water main deflections, and drainage replacement.	9/15/2014	1/15/2015	2/15/2015	\$451,282.50	\$0.00	N/A	\$451,282.50	Steve Montemayor	Town of Jupiter 17403 Central Blvd. Jupiter, FL 33458	561-741-2710	stevenm@jupiter.fl.us	P	Howard Wight
14-118	10th Avenue N Phases 4 & 5	City of Greenacres Terry Siegall 5800 Melaleuca Lane Greenacres, FL 33463	Extension of gravity sewer from Martin Ave to Fleming Ave along 10th Ave N and extended 300 feet north and south of 10th Ave N within Martin Ave and Perry Ave. Included connecting two existing water mains by crossing 10th Ave N and overlay of pavement within Perry Ave along with other incidental work, and all associated appurtenances.	8/29/2014	6/29/2015	7/29/2015	\$855,645.00	\$8,802.62	Utility delays, additional line stops	\$864,447.62	Leonard Gamble/ Craven Thompson & Associates, Inc.	3563 NW 53rd Street Fort Lauderdale, FL 33309	954-739-6400	zgamble@craventhompson.com	P	Kevin Schwiderson
15-108	Clint Moore RD & Military Trail Drainage Improvements	PBC Public Works Const. Coordination Division 2300 N. Jog Road West Palm Beach, FL 33411	This Project consisted of drainage improvements to Clint Moore Road and Military Trail, which included utility work and roadway work and all associated appurtenances.	7/26/2015	10/24/2015	11/24/2015	\$339,217.00	\$0.00	N/A	\$339,217.00	John Kopelakis	Palm Beach County Public Works Construction Coord. Div. 2300 N. Jog Road West Palm Beach, FL 33411	561-684-4173	JKopelak@pbcgov.org	P	Howard Wight
15-111	Drainage Replacement -Palm Beach Outlet Mall	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	This Project consisted of drainage improvements which included utility work and roadway work and all associated appurtenances.	6/5/2015	7/31/2015	8/31/2015	\$477,150.00	\$33,620.25	Additional Curb work	\$510,770.25	Laura Le, PE	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	561-494-1093	lle@wpb.org	P	Howard Wight
15-115	Bradley Place Water Main	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	This Project consisted of removal/replacement of 600' of 12" water main on Bradley Place from Atlantic Ave to Wells Road, surface restoration after WM clearance	11/15/2014	7/15/2015	8/15/2015	\$574,000.00	\$3,000.00	Contingency/Close out	\$571,000.00	Laura Le, PE	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	561-494-1093	lle@wpb.org	P	Howard Wight
15-116	River Oaks Sanitary Sewer System	Loxahatchee River ECD 2500 Jupiter Park Drive Jupiter, FL 33458	This project consisted of the installation of approximately 4,720 LF of 8-inch sanitary sewer, manholes, service lateral/clean-outs, approximately 1200 LF of 3-inch force main and one submersible lift station. Constuction also included dewatering, roadway reconstruction, resurfacing, MOT's, and all associated appurtenances.	8/1/2015	3/1/2016	4/1/2016	\$1,548,615.00	\$0.00	N/A	\$1,548,615.00	Aaron Cutler/ Mathews Consulting C/O LRECD	477 S. Rosemary Ave., Suite 330 West Palm Beach, FL 33401	561-655-6175	acutler@mathewsconsulting.com	P	Kevin Schwiderson
15-201	Lift Station # 22 Renovation	City of Margate 901 NW 66th Avenue Margate, FL 33063	This Project consisted of LS #22 renovation, including demolition of existing, MOT, Precast concrete manholes and valve vault installation, sidewalk and curb work, 10' diameter precast wetwell, jack and bore, 8" and 12" gravity sewer, forcemain, water service connection, dewatering, by-pass pumping, and all associated appurtenances.	10/9/2015	6/13/2016	7/13/2016	\$597,675.00	\$25,000.00	Jack and Bore Extra	\$622,675.00	Reddy Chitepu, P.E.	901 NW 66th Avenue Margate, FL 33063	954-972-0828	rchitepu@margatefl.com	P	Kevin Schwiderson
16-105	NE 2nd Avenue Seacrest Beautification Project	City of Delray Beach 100 NW 1st Avenue Delray Beach, FL 33444	This was a beautification project in response to requests of Del-Ida Park Neighborhood to provide more aesthetically pleasing streetscape while addressing pedestrian/bicycle safety concerns along a main corridor leading directly into downtown Delray Beach.	3/29/2016	9/31/2016	10/31/2016	\$1,862,741.95	\$244,483.90	Extra City work	\$1,618,258.05	David Romano/R J Behar C/O Delray Beach	6861 SW 196th Ave., Suite 302 Pembroke Pines, FL 33332	954-680-7771	dromano@rjbehar.com	P	Kevin Schwiderson

16-117	Miramar Way Improvements	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	This project consisted of the construction of roadway and utility improvements to include sanitary, signing and marking, stormwater facilities, water mains, and all associated appurtenances.	7/1/2016	11/1/2016	12/1/2016	\$567,502.50	\$31,621.77	Add Line Stops	\$599,124.27	Laura Le, PE	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	561-494-1040	lle@wpb.org	P	Howard Wight
16-129	Deerfield Publix Distribution Center Sanitary Structure Rehabilitation	Icon Construction 12350 Wiles Road Coral Springs, FL 33076	This project consisted of completing turnkey structural repairs; and rehabilitation of the interior surfaces with Calcium Aluminate Cementitious mix for the Lift Station and for the Septic Tanks.	11/28/2016	12/8/2016	1/30/2017	\$327,250.00	\$10,964.50	Extra valves, pump brackets	\$338,214.50	Michael Sclafani	Icon Construction 2350 Wiles Road Coral Springs, FL 33076	954-240-5040	Mike@iconconstructors.com	S	Howard Wight
17-102	SE 2nd Street Improvements	City of Delray Beach 100 NW 1st Avenue Delray Beach, FL 33444	This project consisted of constructing a new pavement section, milling/resurfacing, curbing, parking spaces, concrete driveways, concrete sidewalk, drainage piping, inlets, manholes, swale grading, landscaping irrigation, pavement marking/signing and lighting, for the City of Delray Beach.	2/7/2017	10/7/2017	11/7/2017	\$1,664,396.00	\$260,645.40	Contract Closeout	\$1,403,742.10	Begona Krane	434 Swinton Avenue Delray Beach, FL 33444	561-243-7000 *4115	krane@mydelraybeach.com	P	Kevin Schwiderson
17-111	Sunflower Townhomes Water Main Improvements	City of Boca Raton Utility Services Dept. 1401 Glades Road Boca Raton, FL 33431	This project consisted of removal and replacement of existing water main, 2" water services, meters, fire hydrants, milling and resurfacing existing asphalt, striping, reconstruction of affected pavement, curbs and sidewalk, site restoration, and all associated appurtenances.	6/30/2017	12/30/2017	1/30/2018	\$825,844.75	\$23,287.50	Vertical Conflict Deflection	\$849,132.25	Lauren Burack Utility Services CIP Manager	1401 Glades Road Boca Raton, FL 33431	561-338-7329	lburack@myboca.us	P	Howard Wight
17-114	AC WATER MAIN AND UNDERSIZED WATER MAIN REPLACEMENT, PHASE 3	Immokalee Water & Sewer District 1020 Sanitation Road Immokalee, FL 34142	Installation of approx. 420 LF of 6" PVC, 860 LF of 8" PVC, 5,085 LF of 10" PVC, 320 LF of 12" PVC WM; 193 LF of 10" DIP WM; 1,080 LF of 8" HDPE, 1,785 LF of 10" HDPE, 5,260 LF of 12" HDPE, 220 LF of 14" HDPE WM; removal of approx. 67 tons of existing asbestos concrete WM; hydrants, valves, and appurtenances.	5/1/2017	6/30/2018	7/20/2018	\$3,072,616.00	\$219,343.50	Extra pipe, sitework, redesign	\$3,291,959.50	Eva Deyo	1020 Sanitation Road Immokalee, FL 34142	239-658-3630	evadeyo@iw-sd.com	P	Kevin Schwiderson
17-116	Lift Station #34	Seacoast Utility Authority 4200 Hood Road, Palm Beach Gardens, Florida 33410	Construction, testing and restoration associated with addition of new LS, including all pumps, piping, wet well, accessories, gravity sewer mains, manholes, force mains, concrete work, fencing, electrical and instrumentation work, conversion of existing LS to new manhole, removal of pumps, gravity sewer mains and electrical equipment.	9/1/2017	7/20/2018	8/19/2018	\$643,000.00	\$2,125.00	Landscape allowance deductive CO	\$640,875.00	Brandon Selle	4200 Hood Road Palm Beach Gardens, FL 33410	561-627-2900	bselle@sua.com	P	Howard Wight
17-122	Offsite Force Main Extension-Dania Pointe	Hoar Construction	This project consisted of development of a mixed-use site which included off site force main, sitework, earthwork, paving and utilities and all associated appurtenances.	4/28/2017	5/30/2019	6/30/2019	\$1,172,235.00	\$44,454.38	Extra Sitework	\$1,216,689.38	Steven Stone Senior Pre-Construction Manager	111 N Orange Ave., Suite 1150 Orlando, FL 32801	321-201-8704	sstone@hoar.com	P	Kevin Schwiderson
18-101	JB'S RANCH WATER & SEWER INSTALLATION	PB Habilitation Center 4522 S Congress Avenue Palm Springs, FL 33461	Install MOPS Lift Station, 2200' of piping, Connect on-site Sanitary Sewer Service and all associated appurtenances.	1/30/2019	8/24/2019	9/24/2019	\$491,513.40	\$0.00	N/A	\$491,513.40	Joe Lammert PB County WUD	8100 Forest Hill Blvd. West Palm Beach, FL 33413	561-493-6093	jlammert@pbwater.com	P	Howard Wight
18-103	Neighborhood Rd District 2 Utility Improve	City of Lake Worth 7 North Dixie Hwy. Lake Worth, FL 33460	This project consisted of the construction of roadway improvements, installation of 1600' of piping, sidewalks, signing and marking, stormwater facilities, water mains, and all associated appurtenances for the City of Lake Worth.	4/16/2018	10/30/2018	11/30/2018	\$1,997,733.60	(\$95,640.03)	Fire Hydrants, extra milling from contingency balance	\$1,902,093.57	Richard Hasko	City of Lake Worth 7 North Dixie Hwy. Lake Worth, FL 33460	561-586-1686	rhasko@lakeworthbeachfl.gov	P	Howard Wight
18-112	WO#16 & 20 - Gregory Road/Gregory Place Stormwater Improvements	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	This project consisted of roadway and drainage improvements, MOT, demolition, drainage installation, and roadway/paving/asphalt work/installation	11/1/2018	2/20/2019	3/15/2019	\$578,000.00	\$18,300.00	Additional Roadwork added by City on Gregory Place	\$596,300.00	Laura Le, PE	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	561-494-1093	lle@wpb.org	P	Howard Wight
18-116	Boynton Town Center (Haskell)	The Haskell Company 111 Riverside Ave. Jacksonville, FL 32202	Provide all associated appurtenances for the installation of a lift station, 7047' of piping and other components for Boynton Beach Town Square.	5/1/2017	11/30/2018	12/30/2018	\$2,882,800.00	\$228,112.00	Revised scope	\$3,110,912.00	Chris Ware	208 NE 1st Street Boynton Beach, FL 33435	904-545-8311	chris.ware@haskell.com	S	Kevin Schwiderson

18-119	WO#18 - Ware Street Aerial Crossing	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	Remove and replace existing 4" Force Main Aerial Crossing of Canal at Ware Drive, including bypass of existing Force Main during construction	1/1/2019	1/30/2019	2/10/2019	\$109,400.00	(\$42,400.00)	N/A	\$67,000.00	Laura Le, PE	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	561-494-1093	lle@wpb.org	P	Howard Wight
18-120	WO#19 - Henrieta Water Main Replacement	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	Installation of 1,000' of new 8" DIP and new Water Services to existing meters; abandoning existing 6" AC main and associated restoration	1/1/2019	3/15/2019	4/1/2019	\$285,500.00	(\$1,000.00)	N/A	\$284,500.00	Laura Le, PE	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	561-494-1093	lle@wpb.org	P	Howard Wight
19-101	WO #22 Olive Avenue	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	This project consisted of relocating all existing conduits and light poles in conflict with present work, restrain WM at all joints during underground work, extend casing 1' beyond the conflict structure and to include spacers, replace the existing 18" CMP (storm drain) to RCP at station 12+58.01.	3/26/2019	4/31/2019	5/31/2019	\$295,295.92	\$0.00	N/A	\$295,295.92	Vladimir Jeannot	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	561-494-1107	vjeannot@wpb.org	P	Howard Wight
19-102	Bluff's Service Valve Replacement Program (W1815)	Town of Jupiter 17403 Central Blvd, Jupiter, FL 33458	Provide all necessary components and appurtenances to remove and replace 119 two inch (2") gate valves and service valves.	5/21/2019	8/18/2019	9/17/2019	\$354,910.00	\$33,390.00	Additional Valves added by Town	\$388,300.00	Steve Montemayor	Town of Jupiter 17403 Central Blvd Jupiter, FL 33458	561-741-2710	stevenm@jupiter.fl.us	P	Howard Wight
19-104	Hacker Medical Building	Ironwood Construction Services LLC	Provide sitework, water, and sewer work and all associated appurtenances.	3/1/2019	5/1/2019	6/1/2019	\$42,800.00	(\$3,000.00)	N/A	\$39,800.00	Cary Glickstein	230 George Bush Blvd. Delray Beach, FL 33483	561-279-8952	cg@ironwoodproperties.com	S	Howard Wight
19-105	Neighborhood Rd-D3 Y3 Outfall Project	City of Lake Worth 301 College Street Lake Worth, FL 33461	F & I approx (125 LF) of 24" reinforced concrete pipe (RCP); reline approx (200 LF) of 54" RCP in the easement running east from 18th Avenue North to the Lake Worth Lagoon; installation of precast baffle box & inline check valve & construction of a new seawall while keeping the existing drainage system in service.	5/31/2018	11/15/2018	11/30/2018	\$1,221,132.50	\$0.00	N/A	\$1,221,132.50	Richard Hasko	City of Lake Worth 301 College Street, Lake Worth, FL 33461	561-586-1710	rhasko@LakeWorth.org	P	Howard Wight
19-106	Lake Mangonia 42" Force Main Aerial Crossing	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	Provide all labor, equipment, and materials for construction of a new 250 LF 42" force main aerial crossing over canal connecting Lake Mangonia and Clear Lake, including removal of existing 42" PCCP force main aerial crossing.	2/20/2020	6/22/2021	8/6/2021	\$3,626,620.00	\$68,661.94	Various Additional Items Requested by City	\$3,695,281.94	Laura Le, PE	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	561-494-1093	lle@wpb.org	P	Howard Wight
19-107	WO # 23 Henrietta Water Main- PH 2	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	Installation of new 1" polypipe service from new water meter to existing House Service Point. Relocate water source from existing City meter source at rear property line to new source at front Property Line, abandon existing rear meter in place after connection; and, cut/cap main in rear alley.	4/1/2019	6/30/2019	6/30/2019	\$286,300.00	\$13,700.00	Additional Services and Restoration	\$300,000.00	Jay Kwag	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	561-494-1041	hikwag@wpb.org	P	Howard Wight
19-108	Avila Road Water Main	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	Installation of 500' of new water main, installation of new services, relocation of existing meters from rear yard to front; abandonment of existing 2" galvanized pipe in rear property easement; and, associated restoration.	10/1/2019	12/31/2019	1/18/2020	\$418,600.00	(\$61,200.00)	N/A	\$357,400.00	Laura Le, PE	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	561-494-1093	lle@wpb.org	P	Howard Wight
19-110	WO#26 - Public Works Complex Drainage	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	Installation of 5,000' of new Storm Drainage at Public Works Complex for new Parking Area.	6/1/2019	7/1/2019	9/1/2019	\$269,000.00	\$0.00	N/A	\$269,000.00	Vladimir Jeannot	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	561-494-1093	vjeannot@wpb.org	P	Howard Wight
19-111	WO#24 - Currie Park Marine Police Water Line	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	Installation by directional drill of 600' of new 2" water main to new Police Dock at Intracoastal.	10/1/2019	10/30/2019	10/30/2019	\$57,000.00	(\$8,900.00)	N/A	\$48,100.00	Suzanne Berglund	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	561-494-1075	sberglund@wpb.org	P	Howard Wight

19-112	WO#25 - FPU 6" Cut and Cap	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	Cut/Cap and Abandon existing 6" water main crossing Florida Public Utilities property, associated MOT and Pavement Restoration.	10/1/2019	11/1/2019	11/19/2019	\$41,000.00	(\$14,000.00)	N/A	\$27,000.00	Laura Le, PE	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	561-494-1093	lle@wpb.org	P	Howard Wight
19-113	WO#27 - Fire Station #9	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	Clearing, Grading, and Site Utilities for new Fire Station 9.	10/1/2019	11/1/2019	1/15/2020	\$294,800.00	(\$18,000.00)	N/A	\$276,000.00	Kevin Volbrecht	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	561-494-1091	kcvolbrecht@wpb.org	P	Howard Wight
19-114	Grandview Heights	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	Roadway and Utility Improvements for Grandview Heights, including Demolition, MOT, Water Main Installation, Concrete Curbs and Sidewalks, and complete Roadway Restoration.	1/1/2020	7/15/2020	8/31/2020	\$1,176,000.00	(\$167,000.00)	N/A	\$1,009,000.00	Cristine Perdomo	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	561-632-2148	cperdomo@wpb.org	P	Howard Wight
19-201	Wellington Lift Stations 5, 39, 41, 44, 74, & 85	Village of Wellington 12133 Ken Adams Way Wellington, FL 33414	Complete Rehabilitation of (6) Existing Lift Stations including demolition, Wet Well/Valve vault installation, Piping, Electrical, Restoration, Bypass Pumping, and MOT.	5/1/2019	3/1/2020	4/1/2020	\$2,373,600.00	(\$516,000.00)	N/A	\$1,857,600.00	Anjuli Panse, PE	Village of Wellington 12133 Ken Adams Way Wellington, FL 33414	561-791-4145	apanse@wellingtonfl.gov	P	Kevin Schwiderson
19-202	Lift Station Rehabilitation for Fountainview, Mediterranean, and Woodlands	Village of Palm Springs 226 Cypress Lane Palm Springs, FL 33461	Rehabilitation of three (3) lift stations, demolition, new pumps, piping, valves, coatings, control panels, electrical work, and restoration.	2/1/2021	11/30/2021	12/31/2021	\$1,050,427.00	(\$63,570.00)	Reduced Scope	\$986,857.00	Paul Ward	Utilities Superintendent Village of Palm Springs 226 Cypress Lane Palm Springs, FL 33461	561-965-6508	oward@vpsfl.org	P	Kevin Schwiderson
20-101	Fort Lauderdale Ph II Las Olas Force Main Replacement	Murphy Pipeline Contractors, Inc. 5400 S University Dr., #301 Davie, FL 33328	Installation of 16" HDPE and 10" DR-11 pipe via open cut; connections, plug valves, ARV structures, and all restoration needed to obtain final completion.	3/2/2020	8/1/2020	9/1/2020	\$419,900.00	\$77,129.81	N/A	\$497,029.81	Ed Steele	Murphy Pipeline Contractors, Inc. 5400 S University Dr., #301 Davie, FL 33328	954-842-4771	eds@murphypipelines.com	S	Howard Wight
20-102	State Road A1A Water Main Project, Phase 2	Town of Gulf Stream 100 Sea Road Gulf Stream, FL 33483	Installation of approximately 3,500 LF of Water Main (8") in the southbound lane of A1A, including all services, line stops, maintaining traffic, and restoring pavement per DOT specification.	5/26/2020	11/22/2020	2/5/2021	\$1,948,548.00	\$0.00	Reconcile Quantities	\$1,892,450.73	Greg Duhham	Town of Gulf Stream 100 Sea Road Gulf Stream, FL 33483	561-276-5116	gdunham@gulf-stream.org	P	Howard Wight
20-104	John Prince Park Ph 3 Campground	Rosso Site Development 1302 South J Street Lake Worth, FL 33460	Furnish & install water/sewer improvements at campground. Water: 3,900 LF of PVC WM (4" & 8"), 105 services, hydrants, and valves. Sewer: MOPS Pump Station, concrete slab, 1,100 LF of 8" PVC SDR-26 main, 9 manholes, 104 services, and abandonment of existing septic tank.	5/26/2020	10/26/2020	11/26/2020	\$698,021.70	\$23,824.00	Additional campsites added by Parks Dept.	\$721,845.70	Blair Simpson	Rosso Site Development 1302 South J Street Lake Worth, FL 33460	561-689-0889	bsimpson@rossositedevelopment.com	S	JC Solomon
20-106	Reclaimed Water Delivery Controls at Seminole Improvement District M2 Canal	Palm Beach County WUD 8100 Forest Hill Blvd. West Palm Beach, FL 33413	Furnishing all materials, labor, and equipment necessary to provide reclaimed water delivery control at the SID M2 Canal; including addition of an automatic CLA-VAL style pressure sustaining valve, electrical and instrumentational modifications, and restoration.	2/8/2021	5/18/2021	8/21/2021	\$243,700.00	\$10,942.01	N/A	\$254,642.01	Henry Melendez, PE	Palm Beach County WUD 8100 Forest Hill Blvd. West Palm Beach, FL 33413	561-493-6000	hmelendez@pbwater.com	P	Kevin Schwiderson
20-110	Lake Shore Drive Drainage Improvements	Town of Lake Park 535 Park Avenue Lake Park, FL 33403	Installation of approximately 5,000 LF of stormwater RCP, 4,000 LF of water main, 500 LF sewer, stormwater pump station, 60,000 SF concrete sidewalk/driveway, 10,000 SY asphalt paving, 6,500 LF street lighting.	1/25/2021	2/21/2022	3/21/2022	\$5,471,954.00	\$13,919.41	Various Additional Items Requested by Town	\$5,485,873.41	John D'Agostino	Town Manager 535 Park Avenue Lake Park, FL 33403	561-881-3304	jdagostino@lakeparkflorida.gov	P	Howard Wight
20-200	Lift Station 48 Rehabilitation	City of Cooper City 9090 SW 50th Place Cooper City, FL 33328	Complete Rehabilitation of Existing Lift Station, including Demolition, Wet Well/Valve vault installation, Piping, Pumps, and Electrical; abandonment of existing force main; directional drill installation of new sanitary sewer and force main; services; asphalt/concrete work and restoration; and, MOT.	10/19/2020	2/16/2021	3/16/2021	\$389,000.00	(\$8,005.80)	City reduction in scope of work	\$381,690.20	Mike Bailey, PE	City of Cooper City 9090 SW 50th Place Cooper City, FL 33328	954-434-5519	m Bailey@coopercityfl.org	P	Kevin Schwiderson

20-303	Fire Station #9 Fabric Structure Canopy	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	Provide all labor, equipment, and materials for fabrication and installation of a fabric-covered canopy structure at the City's Fire Station #9.	1/31/2022	2/17/2022	3/17/2022	\$118,500.00	N/A	N/A	\$118,500.00	Don Gustafson	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	561-494-1093	dgustafson@wpb.org	P	Howard Wight
21-101	Neighborhood Road Program, District 2, Year 4 Roadway & Utility Project	Rosso Site Development 1302 South J Street Lake Worth, FL 33460	Furnish & install utility improvements, including 3,300 LF of C-900 PVC water main (6" & 8"), tapping sleeves and valves, gate valves, services, ARV manholes, drainage structures, line stops, hydrants, meter boxes, connection to existing water main, removal of 1,250 LF of existing 4" water main, and grouting/abandonment of 1,500 LF of 4" and 6" water main.	2/4/2021	5/4/2021	6/4/2021	\$475,125.00	\$19,100.00	N/A	\$494,225.00	Blair Simpson	Rosso Site Development 1302 South J Street Lake Worth, FL 33460	561-689-0889	bsimpson@rossositedevelopment.com	S	Howard Wight
21-102	Olympus Drive Force Main & Low Pressure Sewer Replacement	Loxahatchee River ECD 2500 Jupiter Park Drive Jupiter, FL 33458	Furnish all labor, equipment, and materials necessary for installation of 2,070 LF of 8" force main and 785 LF of low-pressure force main by open cut and horizontal directional drill; asphalt, concrete, sidewalk, curb work; removal of existing force main, maintenance of traffic, testing, and all restoration.	3/22/2021	1/7/2022	4/13/2022	\$483,200.00	\$20,400.00	Additional Restoration and ARV's	\$503,600.00	Kris Dean, P.E.	Loxahatchee River ECD 2500 Jupiter Park Drive Jupiter, FL 33458	561-741-2352	kris.dean@lrecd.org	P	JC Solomon
21-105	The Tuscany of Palm Beach Paving and Drainage Improvements	The Tuscany of Palm Beach 3570 South Ocean Blvd. Palm Beach, FL 33480	Furnish all labor, equipment, and materials necessary for paving and drainage improvements, including demolition, maintenance of traffic, storm drainage piping (6" - 18"), drainage inlets, control structure, asphalt paving, sodding, striping, and restoration.	3/9/2021	8/31/2021	10/31/2021	\$493,768.50	\$16,719.00	N/A	\$510,487.50	Johan Oberholzer	The Tuscany of Palm Beach 3570 South Ocean Blvd. Palm Beach, FL 33480	561-585-9404	tuscanypbmgr@campbellproperty.com	P	Kevin Schwiderson
21-108	Town of Briny Breezes Water Main Relocation - District 4	Town of Briny Breezes 4802 N Ocean Blvd. Briny Breezes, FL 33435	Furnish all labor, equipment, and materials necessary for relocation and replacement of 1" potable water main and services to meter boxes, tie-in to 2" water main, maintenance of traffic, asphalt paving, sodding, striping, and restoration.	5/26/2021	11/26/2021	12/26/2021	\$222,011.00	\$79,725.00	Owner requested additional 6,615 SY of asphalt mill and overlay	\$301,736.00	William Thrasher, ICMA-CM	Town of Briny Breezes 4802 N Ocean Blvd. Briny Breezes, FL 33435	561-272-5495	bbmanager1963@yahoo.com	P	Howard Wight
21-103	Boynton Beach FM Isolation Valves	City of Boynton Beach Utilities Department 124 E Woolbright Road Boynton Beach, FL 33435	Furnish all labor, equipment, and materials for installation of three (3) 36" plug valves and valve vaults for existing 36" force main; including temporary bypassing with line stops, excavation, backfill, all appurtenances, and restoration.	5/6/2021	6/21/2022	8/19/2022	\$898,775.00	\$23,708.00	Owner requested additions	\$922,483.00	Scott Richards, P.E.	200 East Robinson St., Ste. 1400 Orlando, FL 32801	(407) 478-4642	srichards@carollo.com	P	JC Solomon
21-107	Lakeview Avenue Sanitary Sewer Replacement Ph. 1	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	Furnish all labor, equipment, and materials for replacement of existing sanitary sewer, including demolition, removal/plugging/grouting existing pipe, installation of new PVC sanitary sewer (500 LF), RCP storm pipe (100 LF), PVC storm pipe (100 LF), MOT, asphalt paving, sidewalks, and restoration.	1/3/2022	6/3/2022	8/3/2022	\$920,490.00	\$192,360.67	Owner requested additions	\$1,112,850.67	Allen Green, P.E. Sr. Project Engineer	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	(561) 494-1088	agreen@wpb.org	P	Howard Wight
20-108	Minor Drainage Repair	Town of Gulf Stream 100 Sea Road Gulf Stream, FL 33483	Furnish all labor, equipment, and materials for drainage repairs, including street widening, removal and replacement of concrete curb, sidewalk, driveway, and landscaping, patch top of structure walls, install brick paver driveways, grading, and sodding.	11/1/2020	12/1/2020	1/1/2021	\$339,091.00	-\$84,331.70	Owner requested scope reduction	\$254,759.30	Greg Duhham	Town of Gulf Stream 100 Sea Road Gulf Stream, FL 33483	561-276-5116	gdunham@gulf-stream.org	P	Howard Wight
21-200	PBC LS 393, 1023, 8168	Palm Beach County WUD 8100 Forest Hill Blvd. West Palm Beach, FL 33413	Furnish all labor, equipment, and materials for installation of three (3) lift stations complete with wet wells, valve vaults, pumps, piping, bypass pumps, control panels, and coatings; electrical work; concrete work; fencing; and, all associated appurtenances and restoration.	9/21/2021	7/7/2022	8/6/2022	\$1,297,650.00	-\$214,849.55	Owner deleted portion of project	\$1,082,800.45	Duane Palumbo, P.E.	Palm Beach County WUD 8100 Forest Hill Blvd. West Palm Beach, FL 33413	561-906-4551	dpalumbo@pbwater.com	P	Kevin Schwiderson
21-202	Palm Club Sanitary Lift Station	Man-Con, Inc. 3460 SW 11th Street Deerfield Beach, FL 33442	Furnish all labor, equipment, and materials for installation of lift station complete with wet well, valve vault, pumps, piping, bypass pump, control panel, coatings; electrical work; concrete work; fencing; and, all associated appurtenances.	5/6/2021	3/1/2022	4/1/2022	\$478,400.00	\$13,437.85	Owner requested additions	\$491,837.85	Anthony Mancini	Man-Con, Inc. 3460 SW 11th Street Deerfield Beach, FL 33442	561-866-0490	anthonym@mancon.ws	S	Kevin Schwiderson
21-203	Juno Street Stormwater Pump Station	Town of Jupiter 17403 Central Blvd. Jupiter, FL 33458	Furnish all labor, equipment and materials for installation of new stormwater pump station, effluent & jellyfish filtration structures, 11 stormwater manholes, 1,500 LF of storm drain (48" & 36") with steel casing via jack and bore, abandonment of existing utilities, asphalt, concrete, curb, sidewalk, and all restoration	10/14/2021	3/29/2023	5/8/2023	\$3,499,869.00	-\$186,416.57	Deduction for unused portion of Contingency Allowance	\$3,313,452.43	Amanda Barnes, PE	Town of Jupiter 17403 Central Blvd. Jupiter, FL 33458	561-741-2537	amandab@jupiter.fl.us	P	JC Solomon

21-106	Bluewater Cove Subdivision	Ironwood Development, Inc. 1118 Waterway Lane Delray Beach, FL 33483	Furnish all labor, equipment and materials for installation of approximately 2,200 LF new water main (6" & 8"), sanitary sewer, MOPS lift station, grading for new house pads and lots, significant clearing and grubbing, asphalt milling/paving, concrete curb/sidewalk, brick pavers, and all restoration.	4/7/2022	7/24/2023	8/24/2023	\$1,487,309.50	\$201,605.33	Various owner requested additions	\$1,688,914.83	Cary Glickstein	Ironwood Development, Inc. 1118 Waterway Lane Delray Beach, FL 33483	561-441-0222	cg@ironwoodproperties.com	P	JC Solomon
22-101	Colonial Estates Mobile Home Park Water Main Replacement	Colonial Estates MHP 12375 S Military Trail Boynton Beach, FL 33436	Furnish all labor, equipment and materials for installation of approximately 12,500 LF of new water main, 190 new single and double water services to mobile homes, hydrants, interconnect to City water system, demolition of existing water treatment plant	9/1/2022	8/31/2023	9/25/2023	\$2,096,750.00	\$106,710.71	Various owner requested additions	\$2,203,460.71	Frank Tripicchio	Colonial Estates MHP 12375 S Military Trail Boynton Beach, FL 33436	561-738-0620	ftripicchio@cbbel.com	P	JC Solomon
22-100	Pines Village Water Main Improvements Phase II & Septic Tank Conversion	City of Pembroke Pines 8300 S Palm Drive Pembroke Pines, FL 33025	Furnish all labor, equipment and materials for installation of approximately 42,000 LF new water main (6" & 8"), sanitary sewer, MOPS lift station, 816 new water services/meters; abandment of existing septic tanks; 150,000 SY of milling/paving; curb, sidewalks	8/13/2022	7/29/2024	8/30/2024	\$12,508,814.00	\$0.00	N/A	\$12,508,814.00	George Wrves	City of Pembroke Pines 8300 S Palm Drive Pembroke Pines, FL 33025	954-518-9045	gwrves@ppines.com	P	Kevin Schwiderson
23-100	Repairs and Emergency Services for Water Distribution, Wastewater Collection & Stormwater Utility Systems	Village of Palm Springs 226 Cypress Lane Palm Springs, FL 33461	Furnish all labor, equipment, and materials for installation of 12" and 6" DIP water main, restraints, line stops, and fittings to allow for relocation of Village utilities; concrete removal and replacement; milling and paving; and, all associated restoration and appurtenances.	4/14/2023	8/4/2024	8/29/2023	\$383,233.75	\$383,233.75	N/A	\$383,233.75	Andrew Klausner	Village of Palm Springs 226 Cypress Lane Palm Springs, FL 33461	561-584-8200	aklausner@vpsfl.org	S	Jodi Feliu
23-107	Town of Palm Beach Shores Paving & Drainage Project	Wynn & Sons Construction, Inc. 7268 Belvedere Road West Palm Beach, FL 33411	Furnish all labor, equipment, and materials for installation of approximately 270 LF of 12" ADS drainage pipe; connections to existing drainage structure; precast concrete inlets and stormwater manholes; and, all required restoration.	11/30/2023	12/20/2023	12/31/2023	\$126,500.00	\$0.00	N/A	\$126,500.00	Rick Volpe	Wynn & Sons Construction, Inc. 7268 Belvedere Road West Palm Beach, FL 33411	561-686-6077	rick.wynnandsons@yahoo.com	S	Jodi Feliu
23-101	Lucerne Lakes Valves and Valve Replacements	Palm Beach County WUD 8100 Forest Hill Blvd. West Palm Beach, FL 33413	Furnish all labor, equipment, and materials for installation of 16 large diameter water main and force main valves (6" - 20") throughout PBCWUD service area; 22 line stops (4" - 20") and bypassing; MOT; asphalt milling/paving; concrete curb & sidewalks; and, restoration.	11/6/2023	7/1/2024	7/31/2024	\$1,496,834.00	\$52,267.36	Owner requested additional line stops	\$1,549,101.36	Joe Tanacredi, PE	Palm Beach County WUD 8100 Forest Hill Blvd. West Palm Beach, FL 33413	561-493-6088	jtanacredi@pbwater.com	P	JC Solomon
23-102	Town of Hypoluxo Septic to Sewer Progressive Design-Build	City of Boynton Beach Utilities Department 124 E Woolbright Road Boynton Beach, FL 33435	Furnish all labor, equipment, and materials for installation of approximately 1,500 LF of 8" gravity sewer main (PVC & DIP); 600 LF of 4" low pressure force main (PVC); laterals; cleanouts; tie-ins to existing force main; seven precast concrete sanitary manholes; two precast concrete lift stations (wet wells, electrical, instrumentation); asphalt milling & paving, striping; concrete work; and, restoration.	4/26/2024	11/7/2024	12/6/2024	\$2,485,026.69	\$0.00	N/A	\$2,485,026.69	Jose Huertas, PE	City of Boynton Beach Utilities Department 124 E Woolbright Road Boynton Beach, FL 33435	561-742-6486	huertasj@bbfl.us	P	JC Solomon
24-104	Lift Station No. 11 Force Main Project	City of Wilton Manors 2020 Wilton Drive Wilton Manors, FL 33305	Furnish all labor, equipment, and materials for installation of approximately 3,800 LF of new 24" HDPE force main from Master Lift Station No. 11 to existing DIP stub-out via open cut and horizontal directional drill; valves; fittings; bypassing; asphalt milling and paving; concrete work; and, all associated appurtenances and restoration.	6/17/2024	11/30/2024	12/31/2024	\$2,804,437.50	\$0.00	N/A	\$2,804,437.50	David Archacki	City of Wilton Manors 2020 Wilton Drive Wilton Manors, FL 33305	954-390-2190	darchacki@wiltonmanors.com	P	Jodi Feliu
24-107	North Ocean Boulevard Water Main Pipe Enhancements	Town of Ocean Ridge 6450 N Ocean Boulevard Ocean Ridge, FL 33435	Furnish all labor, equipment, and materials for installation of approximately 4,000 LF of HDPE water main via open cut and horizontal directional drill; lateral connections; valves; fittings; hydrant assemblies; milling/paving; concrete work; and, all associated restoration and appurtenances.	7/8/2024	11/30/2024	12/31/2024	\$2,483,990.60	\$0.00	N/A	\$2,483,990.60	Lynne Ladner	Town of Ocean Ridge 6450 N Ocean Boulevard Ocean Ridge, FL 33435	561-732-2635	lladner@oceanridgeflorida.com	P	Max McClure
24-105	Greenbriar Park Offsite Force Main Extension	Village of Wellington 12133 Ken Adams Way Wellington, FL 33414	Furnish all labor, equipment, and materials for installation of new MOPS Lift Station; approximately 1,800 LF of new 3" HDPE force main via open cut and horizontal directional drill; force main lateral to future restroom site; fencing; all associated appurtenances; and, restoration.	7/29/2024	10/31/2024	11/30/2024	\$347,128.00	\$0.00	N/A	\$347,128.00	Kyle Burg, PE	Village of Wellington 12133 Ken Adams Way Wellington, FL 33414	561-718-1516	kburg@wellingtonfl.gov	P	Max McClure
24-103	Southern Outfall Pipe Replacement Project	Town of Lake Park 535 Park Avenue Lake Park, FL 33403	Furnish all labor, equipment, and materials for installation of approximately 1,500 LF of two (2) 60" HPPP stormwater pipes; 10 precast stormwater structures; 1,200 LF of PVC sanitary force main; removal of existing bridge and 72" corrugated aluminum stormwater pipe; asphalt milling and paving; concrete work; and, all associated appurtenances and restoration.	7/15/2024	7/1/2025	7/31/2025	\$3,450,696.30	\$0.00	N/A	\$3,450,696.30	John Wille	Town of Lake Park 535 Park Avenue Lake Park, FL 33403	561-881-3345	jwille@lakeparkflorida.gov	P	JC Solomon

FOSTER MARINE CONTRACTORS, INC.

LIST OF REFERENCES

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FOSTER MARINE CONTRACTORS, INC.

3180 FAIRLANE FARMS ROAD, SUITE 1

WELLINGTON, FLORIDA 33414

561-683-0034 PHONE | 561-683-0335 FAX

Attachment “I”

Equipment List

FOSTER MARINE CONTRACTORS, INC - EQUIPMENT LIST

FIELD CODE	MODEL/YEAR	DESCRIPTION	PHOTO
TRUCKS			
P-38	2008	2008 GMC 5500 Topkick	2008 GMC 5500 Topkick
P-41	2007	GMC Lrg Truck C5500	GMC Lrg Truck C5500
P-60	2017	2017 GMC Sierra 2500 Crew Cab w/ Utility Bed	2017 GMC Sierra 2500 Crew Cab w/ Utility Bed
P-63	2005	2005 Ford Pickup	2005 Ford Pickup
P-64	2017	2017 Ford F-250	2017 Ford F-250
P-67	2020	Silverado MD (White)	Silverado MD (White)
P68	2020	Express Van (White)	Express Van (White)
P-69	2020	Chevy 5500	Chevy 5500
P-72	2022	2022 F350 TREMOR	2022 F350 TREMOR
P-75	2022	2022 GMC Denali Truck	2022 GMC Denali Truck
P-76	2023	2023 FORD F350	2023 FORD F350
LARGE TRUCKS			
D-1	2000	Mack Dump Truck	Mack Dump Truck
D-5	1993	Ford Dump Truck	Ford Dump Truck
D-6	2016	Mack Dump Truck	Mack Dump Truck
FTR-3	1998	International 4700 FUEL TRUCK (AUTO)	International 4700 FUEL TRUCK (AUTO)
LWB-4	2015	Mack Tractor Trailer	Mack Tractor Trailer
SB-1	1993	International - Sandblast Truck	International - Sandblast Truck
WT-3	2006	2006 Chevy Water Truck	2006 Chevy Water Truck
WT-4	1995	1995 Ford	1995 Ford
VAC-4	2005	Vactor	Vactor
VAC-5	2009	F650 Super Duty	F650 Super Duty
GOLF CART			
GC-1	2003	GOLF CART w/ utility bed Model #37AS640A103	GOLF CART w/ utility bed Model #37AS640A103
EXCAVATOR			
BH-5	2002	PC-300-LC-7 Komatsu Excavator	PC-300-LC-7 Komatsu Excavator
BH-6	2004	PC-228-USLC-3 Excavator	PC-228-USLC-3 Excavator
BH-8	2006	JohnDeere 225C LC	JohnDeere 225C LC
BH-9	2008	JohnDeere 135C-RTS Hydraulic Excavator	JohnDeere 135C-RTS Hydraulic Excavator
BH-10	2006	JohnDeere 135C-RTS Hydraulic Excavator	JohnDeere 135C-RTS Hydraulic Excavator
BH-11	2015	CAT 305 Hydraulic Excavator	CAT 305 Hydraulic Excavator
BH-12	2018	Kubota KX080 Excavator	Kubota KX080 Excavator
BH-13	2020	Yanmar ViO55-6A Excavator	Yanmar ViO55-6A Excavator
BH-14	2019	CAT 308-07CR Hydraulic Excavator	CAT 308-07CR Hydraulic Excavator
BH-17	2023	Doosan DX350LCR-7 Develon Crawler Excavator	Doosan DX350LCR-7 Develon Crawler Excavator
LOADER / SKID STEER			
L-4	2002	938 G Cat Wheel Loader	938 G Cat Wheel Loader
L-5	2003	Cat Skid Steer Loader MOD 242D	Cat Skid Steer Loader MOD 242D
L-6	2004	Komatsu WA 200	Komatsu WA 200
L-13	2014	CAT Track Loader 299DXHP	CAT Track Loader 299DXHP
L-14	2014	Komatsu - WA200-7 Wheel Loader	Komatsu - WA200-7 Wheel Loader
L-15		BOB CAT	BOB CAT
L-17	2016	Komatsu WA270-8 Loader	Komatsu WA270-8 Loader
L-19	2021	Kubota Wheel Loader R640R41	Kubota Wheel Loader R640R41
L-20	2021	Kubota Compact Wheel Loader	Kubota Compact Wheel Loader
BACKHOE			
LB-6	2008	2008 John Deere 310SJ 4x4 Loader Backhoe	2008 John Deere 310SJ 4x4 Loader Backhoe

ROLLERS			
CO-2	1998	Vibratory Compactor Ingersol Rand DD-22	
C0-3		Bomag BW 145DH-3Vib.SingleDrum Roller	
R-1		Stone Roller - SR2500	
R-2	2017	Cat CB22B Asphalt Compactor	
R-3	2010	Bomag BW 90 AD-2 Roller	
DOZER			
DZ-2 (chaz)	2015	CAT D5K2 Track Tractor	
DRILL RIG			
DR-1	2008	Homemade Drill Rig	
TRACTOR			
TR-1	1999	New Holland Challenger Tractor	
FORK LIFTS			
FL-4	??	Tailift FD35P FORKLIFT	
FL-5	2014	Genie Compact Rough Terrain TeleHandler GTH5519	
TRAILERS			
AC-2	2000	185 H 150 PSI Sullair	
AC-3	2002	185 H Sullair Compressor	
AC-4	2007	Compressor Model 260DVQ-JD	
CD-1		Milwaukee Core Drill	
LT-1		Nite Lite Trailer w/Lite	
SP-5	2009	Spraymate 35C	
T-1	1987	9 Ton Interstate Trailer	
T-2	2003	Blastoff Trailer Pressure Cleaner (yellow) Udor Press Pump/5000PSI	
T-3	2002	20 Ton Tilt Equipment Trailer	
T-5	HMADE	Tack Trailer (Blk)	
T-6	HMADE	Gray Utility Trailer	
T-7	HMADE	Storage Box Trailer	
T-8	HMADE	Flat Trailer	
T-9	2005	Emerson 6 Ton Trailer	
T-13	2003	Anderson	
T-15		Yellow Tilt Trailer	
T-19	2011	BRUTE 35' GOOSE TRAILER W 24' FLAT DECK	
T-21	2003	Wells Cargo - 15 x 8 White enclosed Trailer	
T-22	1998	Enclosed Trailer 2 Car Trailer	
T-23	2019	Globe Trailer TMISC (LWB-4)	
T-24		Deck Trailer (Novae Sure-Trac)	
WELL PUMP			
BP-1	2002	Silent Knight Thompson Pump TSV-253 John Deer Model# 4D45DF150B	
BP-2	2005	Silent Knight Thompson Pump 6TSV-DJDST-45D-MC	
BP-3	2007	No Enclosure Thompson 6" Pump	
BP-4	2003	(United Rental) Gorman Rupp 6" Pump PA8060- Model 40450 ESP	
WP-1	1993	8" Thompson Vacuum Pump	
WP-2	1994	12" Thompson Wellpoint Pump	
WP-4	2001	Cat Pump 5000 PSI@96 PM	
WP-5	2003	12" Thompson Wellpoint Pump	
WP-6	1997	Cornell Jet Pump	
WP-8		Thompson 12" Rotary Wellpoint Pumb	
WP-9		Hydraulic Unit Pump	
WP-11		Vacuum Assisted,Electric Trash Pump	
TRASH PUMPS			
DP-1	USED	Wacker Mud Diaphragm 3"	

DP-2	2000	Wacker Mud Diaphragm 3"	
DP-3	USED	MultiQuip Diaphragm Pump (4 hpr Honda)	
LPC-1	USED	Wacker Plate Compactor (MEDIUM)	
LPC-2	2007	Plate Compactor	
LPC-3		Wacker Plate Compactor	
LPC-4		Large Plate Compactor	
LPC-5		Large Plate Compactor	
SPC-1	2002	Wacker Plate Compactor	
SPC-2	2005	Wacker Plate Compactor	
SPC-4	2008	Wacker Plate Compactor WP1500	
TCP-1	2010	Koshin 3 In Trash Pump	
TCP-6	USED	mUltiQuip Trash Pump (8 hpr Honda)	
TCP-7	USED	4" Pump Honda	
TCP-10	USED	3" Honda Pump	
TCP-11	2020	Wacker 3" Trash Pump PT3A	

PRESSURE PUMPS

PP-1	USED	Pressure Pump	
PP-2	USED	Wheeler Rex - Pressure Pump	
PP-3	USED	Blast-Off Pressure Pump w/ water tank	

VIBRATORY HAMMER

VH-1	2006	SP-50 Manual Steer Vibratory Hammer	
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PRESSURE CLEANER

PC-2		Pressure Cleaner 5000 PSI (portable) B5550 KG TEA 500	
PC-3		Pressure Cleaner 5000 PSI (portable) CGPB-5050-HE CL92.5	
PC-4		Pressure Cleaner 5000 PSI (Gas 24HP) PE-5024HWEBSEGEN	
PC-5		Pressure Cleaner 3500/5.5 GPM Hurri-Clean	

STREET SAW

SS-1		Honda Street Saw 9hpr	
SS-2		Target MC-18 5A Screw	
SS-3		DS18-13H	

CUT OFF SAW

CS-14		Stihl Cut Off Saw TS420	
CS-15		Stihl Cut Off Saw TS420	
CS-16		Stihl Cut Off Saw TS420	
CS-17		Stihl Cut Off Saw TS800	
CS-18		Stihl Cut Off Saw TS420	
CS-19		Stihl Cut Off Saw TS420	
CS-20		Stihl Cut Off Saw TS420	
CS-21		Stihl Cut Off Saw TS420	
CS-22		Stihl Cut Off Saw TS420	
CS-23		Stihl Cut Off Saw 14 " TS420	
CS-24		Stihl Cut Off Saw 14 " TS420	
CS-25		Stihl Cut Off Saw TS420	
CS-26		Stihl Cut Off Saw TS420	

CHAIN SAW

CHS-1		Stihl Chain Saw MS5441	
CHS-2		Stihl Chain Saw MS361	
CHS-3		Stihl Chain Saw MS5441	
CHS-5		Poulan Chain Saw P3314	
CHS-6		Chain Saw MS361-20"	
CHS-7		Echo Model CS370 14"	
CHS-8		Homeligh 14" Electric Chain Saw UT43100	
CHS-9		Echo Chain Saw CS-4400	

CHS-10		Stihl Chain Saw MS660 (24 in.)	
BLOWER			
BL-1		General	
BL-2		Hurco Rip Cord	
BL-3		Manhole Blower	
BL-4		Allegro Blower	
BL-5		Allegro Blower	
BL-6		Rip Cord M.H. Ventilator	
BL-7		Rip Cord M.H. Ventilator - Hurco Tech Model 18H/Honda	
BL-8		General - Electric Blower	
BL-9		Pipcord Blower	
WELDER			
W-2		Miller Matic 350P Welder	
W-3		Millermatic 252 Welder	
W-4		Miller BobCat 250 Welder	
W-5		Miller Diesel Welder 2250	
INSTRUMENTS			
IN-1		Topcon - Green Lable	
IN-2		Topcon - Green Lable	
IN-3		Leica Instrument - NA724	
IN-4		CST Berger	
IN-5		CST Berger	
IN-6		Berger - LTU2	
IN-7		Spectra - ALL224	
IN-9		TOPCON - AT-B4A	
IN-10		TOPCON AT-B4A	
IN-11		TOPCON AT-B4A	
IN-12		TOPCON AT-B4A	
IN-13		TOPCON AT-B4A	
GENERATORS			
GEN-2		Honda Generator (ES7500)	
GEN-3		Wacker - G.56	
GEN-5		Honda Generator (3500kw)	
GEN-4		Honda Generator (EU1000)	
GEN-8		Generac Generator (GP7000E)	
GEN-10		North Star - Blue - Generator on Wheels (24 KW)	
GEN-11		Coleman 5000	
GEN-12 ??		Harbor Freight - 10,000 Watt (BLUE)	
GEN-13		Predator 4000 (G210FA)	
GEN-14		Predator 4000 (G210FA)	
GEN-15		Tsurumi Portable Generator	
SUMBERSIBLE PUMPS			
SH-1		Stanley Hydraulic Portable Unit - 10GPM	
SH-2		Stanley Hydraulic Portable Unit - 10GPM	
SH-3		3" Stanley Hydraulic Submersible Pump SM-50	
FUEL TANK			
FT-1	930 Gal	White Oval Tank	
FT-2	148 Gal	Round Blue Thompson Tank	
FT-3	299 Gal	Round Red Hand Crank Tank	
FT-4	488 Gal	Round Large Red Electric 12 Volt Tank	
FT-5	299 Gal	Round Red Hand Crank Tank	
FT-6		Round Red Single Axle / Electric Tank	

FT-7	488 Gal	Round Red Single Axle / Electric Tank	
FT-8	299 Gal	Round Red Hand Crank Tank	
FT-9	115 Gal	Square Red Electric Tank	
FT-10	120 Gal	Square Red Hand Crank Tank	
MOLES			
MLE-1		2" Vermeer Mole	
MLE-2	1992	3" Vermeer Mole	
MLE-3		4" Vermeer Mole	
HYDRAULIC SAW			
HS-1		Ameratec 20" HydraUlic Saw	
FUSION MACHINES			
FM-1	2017	Fusion Machine T500 Series 2	
CHIPPING HAMMERS			
CH-1	2009	SULLAIR Chipping Hammer Model MPB-60A Lrg Jack Hammer	
CH-2	2010	SULLAIR Chipping Hammer Model MCH3-S RD/Ball SM Chipping Hammer	
CH-3	2010	SULLAIR Chipping Hammer Model MCH3-S RD/Ball SM Chipping Hammer	
CH-5		SULLAIR Chipping Hammer Model MCH3-S RD/Ball SM Chipping Hammer	
MISC TOOLS			
B-1	2015	Genie Articulating Boom Lift	
CP-1	2009	Caterpillar Cold Planner Model PC-6	
DC-1		Dixie Chopper LT220034	
ICS - 1	2005	Concrete Chain Saw	
LA-1	2002	Spectra Precision Laser DG511	
LA-2	2006	Spectra Precision Laser DG511	
LA-3	???	Spectra Precision Laser DG511	
LA-4	???	Laser Lane (Rolling) Model - L600	
LM-1		Bush Hog Model No. SQ160	
LT-2	2017	Light Tower - Wacker LTV6K	
M-12	2000	Trench Shield	
M-2	2000	The Mole G Mat P55	
M-21		Honda Generator EB 3000	
M-26		Multiquip Cement Mixer	
M-52		QuickView Camera	
M-55	2010	Honeywell Lumidor Micro Max Plus Gas Detector - Max4AP	
M-56		Sperian Data Logger Gas Detector	
M-57		Sperian Gas Dector-Multi-Pro	
M-60		Wellpoint System (300' System)	
M-61		I-Beam (30 Feet)	
M-62	2014	FLT - 9' Laser Pull Box	
M-63	2017	CAT A26B - AUGER w/ 18" Bit	
M-64	2016	CAT Trencher T9B	
M-65	2017	Pemberton Manual Pin Grabber	
M-66	2018	CAT B6 Hammer for Skid Steer	
M-9		Lift Guard	
MM-2	2004	Asphalt Milling Machine w/ Trailer - Asphalt Zipper AZ-480S	
MM-3	2020	Asphalt Milling Machine w/ Trailer - Asphalt Zipper AZ-500B-203	
MOT-1		Water Filled Barriers (24)	
Piles		Z-SHEETING (Various Sizes)	
Plates		Steel Road Plates - 4 x 8'	
Plates		Steel Road Plates - 8 x 10'	
Plates		Steel Road Plates - 8 x 20'	

RB-1		7 cy Rock Box	
RB-2		9 cy Rock Box	
S-1	2007	Powerscreen-Handy Screen	
TB-1		16' Trench Box w/ spreaders	
TB-2		20' Trench Box w/ spreaders	
TM-1	2000	Tapping Machine B101	
TM-3	2006	Aquatapper Dewalt / Blue Box	

SMALL TOOLS

ST-1	USED	Riobi Side Grinder - 4"	
ST-11		Milwaukee - 1/2" Electric Drill - 02334-1	
ST-12		Dewalt - 1/2" Electric Impact - DW292	
ST-13	USED	Bosch - Bulldog Hammer Drill - 11224VSR	
ST-14	USED	Dewalt Sawsall - DW304P	
ST-15		TSURUMI - 2" Sump Pump - LSR245	
ST-16		Milwaukee - 1/2" Hammer Drill	
ST-17		Master Heat Gun - HG301A	
ST-18		Dewalt 4.5" Grinder - D28402	
ST-19		Dewalt 1/2" Impact - DW292	
ST-20		Makata - 7" Grinder - GA7021	
ST-21		Bosch - Bulldog Hammer Drill - 112S5VSR	
ST-22		JUNK - 16" Electric Chain Saw	
ST-23	USED	Porter Cable - Ban Saw - 7724	
ST-24	USED	Black and Decker - Sawsal - 3105	
ST-25		Rigid - 7" Circular Saw - R3200	
ST-26		Sump Pump - Junk	
ST-27		2" Sump Pump - 52500	
ST-28	USED	Tsurumi - 2" Sump Pump	
ST-29		1/2" Newmattic Impact - Taylor Made - T7734	
ST-30		Dewalt 1/2" Electric Impact - DW290	
ST-31		Milwaukee - 4.5" Grinder	
ST-33	USED	Milwaukee - SawSall	
ST-34		Blue Drill Master - Cordless Hammer Drill (Harbor Freight)	
ST-35	USED	Dewalt Sawsall - DW304P	
ST-36		Dewalt Cordless 1/2" Impact - DW059	
ST-37		Riobi Circular Saw - C5B121	
ST-38	USED	Porter Cable - Ban Saw - 7724	
ST-39	USED	Bosch Hammer Drill - 11224VSR	
ST-40	USED	Hitachi - Hammer Drill Large - DH30PC	
ST-41		Kobalt - 1/2" Electric Impact	
ST-42		Porter Cable Router - 690LR	
ST-43		Commercial Electric Spot Lights - PC500	
ST-44		Lamotte Water Kit - 2020E	
ST-45	USED	Chierne - Pressure Test Kit	
ST-46		Star - Diesel Injector Tester	
ST-47	2007	Fusion Machine 2-boxes RTC 315	
ST-48		Bosch - 1" Hammer Drill - 0611240	
ST-49		Milwaukee - SawSall - 650/0-2800	
ST-5		DeWalt - 1/2" Electric Impact - DW290	
ST-50		Milwaukee - 1/2" Hammer Drill	
ST-54		Chicago Power Tools - 7" Grinder - 46237	
ST-55		Socket Wrench Set - 21 pcs - 3.25 drive (7/8 - 2")	
ST-6		Dewalt - 4" Grinder - DW818	
ST-60		Commercial Electric Spot Lights - PC500	
ST-61		Chicago Mixing Drill (Harbor Freight)	

ST-62	USED	Subsurface Leak Detector	
ST-63	USED	Hitachi 7" Grinder - G1855	
ST-64		Rigid 3/8 Drill - CS0916	
ST-65		Milwaukee 4.5" Side Grinder #D02AD	
ST-66	USED	Metal Detector - FPID 2100	
ST-67		RIGID 1/2" Drill (R7122)	
ST-68	USED	Pipe Sewer Inspection Camera	
ST-69	USED	Dewalt - Angle Grinder (D28402)	
ST-70	USED	Dewalt - Grinder (D28402)	
ST-8	USED	Hitachi - 7" Grinder - G18SR	
ST-9		Hitachi - 4.5" Ginder - G12SE2	
ST-71	NEW	PitBull 26 (Fusion Machine)	
ST-72	NEW	Vibration Monitor	
ST-73		Chicago Rotary Hammer	
ST-74		Chicago 9" Angle Grinder	
ST-75		Chicago Reciprocating Saw	

AIR PLUG

AP-1		15" - 16" w/ 3" Bypass	
AP-2		14" - 20" No Bypass	
AP-3		20" - 36" w/ 8" Bypass	
AP-4		4" - 8" (FFC Cage)	
AP-5		4" - 8" (FFC Cage)	
AP-6		40-60" Flow thru Plug	
AP-7		24" - 48" W/ 6" Bypass	
AP-8		10" PLUG	
AP-9		8" PLUG	
AP-10		8" w/ 3" Bypass	
AP-11		6 - 8 w/ No Flow Thru	
AP-12		4" - 8" w/ 2" Flow Thru	
AP-13		6" PLUG	
AP-14		3" PLUG	
AP-15		15 x 30 w/ 6" Bypass	
AP-16		48" - 70" Big Flat Plug	
AP-17		12 x 24 w/ 8" Flow Thru	
AP-18		8" w/ 3" Flow Thru (35 PSI)	
AP-19		8" w/ 3" Flow Thru (325 PSI)	
AP-20		10" Solid Plug (25 PSI)	



FOSTER MARINE CONTRACTORS, INC.

3180 FAIRLANE FARMS ROAD, SUITE 1

WELLINGTON, FLORIDA 33414

561-683-0034 PHONE | 561-683-0335 FAX

Attachment “J”

E-Verify Memorandum of Understanding



Company ID Number: 815089

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Foster Marine Contractors, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

- a. Notice of E-Verify Participation
- b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.



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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

- a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
- b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

- a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and



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b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify



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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



Company ID Number: 815089

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,



Company ID Number: 815089

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 815089

Approved by:

Employer Foster Marine Contractors, Inc.	
Name (Please Type or Print) Robert H Wight	Title
Signature Electronically Signed	Date 09/18/2014
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 09/18/2014



Company ID Number: 815089

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Foster Marine Contractors, Inc.
Company Facility Address	3180 Fairlane Farms Road Suite 1 Wellington, FL 33414
Company Alternate Address	3180 Fairlane Farms Road Suite 1 Wellington, FL 33414
County or Parish	PALM BEACH
Employer Identification Number	591054370
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1



Company ID Number: 815089

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: 815089

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

Name	Jodi M Feliu
Phone Number	(561) 683 - 0034 ext. 301
Fax Number	(561) 683 - 0335
Email Address	jodi@foster-marine.net



Company ID Number: 815089

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Village of Palm Springs

Executive Brief

AGENDA DATE: December 12, 2024

DEPARTMENT: Public Works

ITEM #6: Agreement with ShutterUp Windows and Doors, inc. - Replacement of the Storefront Doors at Village Hall

SUMMARY: The existing storefront doors at Village Hall are in need of replacement as they have become costly to maintain and have consistent issues with the closure and locking mechanisms. There are three (3) sets of storefront doors at Village Hall that are used hundreds of times per day and Public Works staff have recognized the security and safety need for immediate replacement.

Staff solicited proposals from three (3) vendors that specialize in these door systems and can expedite the procurement and replacement of these units in an efficient timeframe at a fair price. Upon review of the proposals received, staff is recommending an agreement with ShutterUp Windows and Doors as they provided the most cost-effective proposal, inclusive of all fees, labor and materials.

Additionally, ShutterUp Windows and Doors is a local vendor with its own office and facility located in Palm Springs. The project is at a cost not to exceed \$41,108.97 and will be funded from Account 01441-56200.

Village staff is requesting that this purchase be approved as a best interest acquisition under section 58-11 of the Village's Purchasing Code. Staff was optimistic that requested proposals would be for less than the competitive bidding threshold of \$35,000. The recommended vendor's cost is roughly 10% more than that threshold. Village staff do not believe that the competitive bidding process would result in a better price for the Village and would only result in further delays for this project. If this purchase is to be approved as a best interest acquisition, Village Council will need to approve the purchase with a four-fifths vote.

FISCAL IMPACT:

The Agreement with ShutterUp Windows and Doors will be funded from Account No. 01441-56200 at a cost not to exceed \$41,108.97.

ATTACHMENTS:

1. Contract for Minor Construction (ShutterUp) Village Hall Storefront Doors
2. Proposal - All Protection System Corp.
3. Proposal - Royal Palm

RESOLUTION NO. 2024-75

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING THE MAYOR, AND/OR HER DESIGNEE, TO EXECUTE A CONTRACT FOR MINOR CONSTRUCTION WITH SHUTTERUP WINDOWS AND DOORS, INC. TO REPLACE THREE (3) SETS OF STOREFRONT DOORS AT VILLAGE HALL AT 226 CYPRESS LANE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Public Works Department must replace three (3) existing storefront doors at Village Hall due to consistent issues with the locking and closure mechanism creating a safety concern; and

WHEREAS, Village Staff solicited proposals from three (3) vendors that specialize in these door systems and can expedite the procurement and replacement of these units in an efficient timeframe at a fair price; and

WHEREAS, the Village wishes to use procure under the Village Purchasing Code, Section 58-11, Best Interest Acquisitions; and

WHEREAS, it has been determined that it is in the best and most efficient interests of the Village to utilize ShutterUp Windows and Doors, a local vendor, that can expedite the service at a fair price, and have made a recommendation of same to the Village Council.

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

Section 1. Based upon review of the proposal attached hereto and incorporated herein as **Exhibit “A”**, the Village Council hereby authorizes the execution of an Contract for Minor Construction with ShutterUp Windows and Doors, for an amount-not-to-exceed \$41,108.97. Funding is available from Account Number 01441-56200.

Section 2. The Mayor and Village Clerk are hereby authorized to execute any and all documents necessary to complete the Contract for Minor Construction, and the Village Clerk to deliver an executed copy to ShutterUp Windows and Doors, 1042 South Congress Avenue, West Palm Beach Florida, 33406.

Section 3. This Resolution shall be effective immediately upon its adoption.

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

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

The Mayor thereupon declared the Resolution duly passed and adopted this _____ day of DECEMBER, 2024.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY WYNN, VILLAGE CLERK

REVIEWED AS TO FORM AND LEGAL SUFFICIENCY

BY: _____
CHRISTY GODDEAU, VILLAGE ATTORNEY

CONTRACT FOR MINOR CONSTRUCTION
(Not To Exceed \$200,000)

THIS CONTRACT FOR MINOR CONSTRUCTION ("Contract") is entered by and between the **Village of Palm Springs**, a Florida municipal corporation ("Village"), and **Shutter Up Windows and Doors**, a Florida corporation or company authorized to do business in the State of Florida ("Contractor").

WHEREAS, the Village obtained proposals for all goods and services for the project known as the Village Hall Storefront Doors Replacement Project; and

WHEREAS, the Contractor submitted a proposal in response to the proposal request; and

WHEREAS, the Village desires to accept the Contractor's proposal and award the Purchase Order to the Contractor for the Village Hall Storefront Doors Replacement Project ("Project"); and

WHEREAS, the Village finds entering this Contract with the Contractor for all work set forth in the request for quotes serves a valid public purpose.

NOW THEREFORE, the Village hereby engages the Contractor, and in consideration of the mutual promises herein contained, the sufficient of which is hereby acknowledged by both parties, the parties agree as follows:

Article 1. DEFINITIONS.

1.1 Contract Documents. The Contract Documents are incorporated herein by reference as if originally set forth in this Contract, and comprise the entire agreement between the Village and Contractor. The Contract Documents consist of this Contract and the Contractor's proposal submitted in response to the Village request; and any duly executed and issued Change Orders, Work Directive Changes, Field Orders and amendments relating thereto. If, during the performance of the work, the Contractor finds an ambiguity, error or discrepancy in the Contract Documents, the Contractor shall so notify the Village, in writing, within five (5) business days and before proceeding shall obtain a written interpretation or clarification. Failure to obtain a written interpretation or clarification will be deemed a waiver of the ambiguity, error or discrepancy by the Contractor. The Village will not be responsible for any oral instructions, clarifications, or other communications except those provided in writing in response to Contractor's request for clarification of an ambiguity, discrepancy or error.

In resolving conflicts in any of the Contract Documents, the order of precedence shall be as follows:

First Priority:	Duly executed Change Orders
Second Priority:	This Contract
Third Priority:	Village Proposal Request
Fourth Priority:	Contractor's proposal

1.2 Contract Administrator. Whenever the term Contract Administrator is used herein, it is intended to mean **the Village Manager or designee, Village of Palm Springs, Florida**. In the administration of this Contract, all parties may rely upon instructions or determinations made by the Contract Administrator except that all determinations that result in an increase in Contract Time and/or an increase in the Contract Price, shall require a formal Change Order executed by the Village Manager or the Village Council (depending on the authority set forth in the Village's Procurement Code).

1.3 Contract Price. The total Contract Price is \$ **41,108.97 (Forty One thousand one hundred eight dollars and ninety seven cents)**. The Village shall not reimburse the Contractor for any additional costs incurred as a direct or indirect result of the Contractor performing the work under this Contract unless the Contractor receives prior written approval from the Village's Contract Administrator.

The Contract price shall be payable in accordance with paragraph 3 of this Contract.

Article 2. CONTRACT TIME; CONCURRENT WORK; PUNCH-LIST; LIQUIDATED DAMAGES.

- 2.1 Substantial completion of the work shall be within **45 calendar days** from the notice to proceed or Village issued purchase order. The Village will allow 12 weeks maximum for delivery of the material as it is understood these specialty items carry a manufacturers lead time to produce. Final completion of the work and all punch-list items (if any) shall be within **60 calendar days** from the notice to proceed or Village issued purchase order.
- 2.2 At least five (5) days prior to reaching substantial completion, the Contractor shall create a proposed punch-list of items that must be completed by the Contractor prior to the Contractor submitting its final payment request. The Contractor's 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 Contractor's proposed punch-list, the Village will have five (5) days to review, make modifications, or agree to the proposed punch-list. If the Village does not make any modifications to the Contractor's proposed punch-list within five (5) days of receipt, the proposed punch-list will be deemed accepted by the Village. The Village's Contract Administrator or designee will resolve any disputes in the punch-list and determine the final punch-list for the parties within 10-days of the Contractor reaching substantial completion. Once the punch-list is accepted by the Village and finalized by the Village's Contract Administrator or designee, the Contractor shall have five (5) days to complete all items on the finalized punch-list or such other timeframe as set forth in this Contract. 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 under this Contract. The Contractor's proposed punch-list and modifications by the Village may be by informal written notice (e.g., email, fax, or hand-delivery); however, proof of delivery shall be kept by the party providing the informal written notice to the other party.
- 2.3 **Liquidated Damages. The Village and Contractor recognize that time is of the essence of this Contract and that the Village will suffer financial loss if the work described in the Contract Documents not completed within the times specified in paragraph 2.1 above. The Village and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the Village would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the work within the time specified. Accordingly, instead of requiring any such proof, the Village and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Village One hundred Dollars (\$100.00) for each day that expires after the time specified in paragraphs 2.1.**

Article 3. PAYMENT PROCEDURES

- 3.1 Generally. The Contractor shall submit invoices on a monthly basis detailing all work accomplished in the prior month and all materials installed and used in the Project.

Contractor's invoices shall be submitted to:

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

The Village's Contract Manager or designee will review each invoice submitted by the Contractor. If approved by the Village's Finance Department, the Village will make payment in accordance with the Contract Documents. If not approved, the Village will notify the Contractor within twenty (20) business days of the Village's receipt and identify the action necessary to correct the invoice or a deficiency.

- 3.2 The Village shall retain 0 % of Contractor's invoice until final completion of the Project.
- 3.2 Final Payment. Upon final completion and acceptance of the work in accordance with this Contract (including all punch-list items) and final inspection by the Village, the Contractor shall submit a "final invoice" to the Village. 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 and the Project have been properly completed and all charges have been invoiced to the Village. The FINAL invoice shall include a request for payment of all retainage. 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 Village shall pay the remainder of the Contract Price including any amount held as retainage.
- 3.4 Notwithstanding the foregoing, the Village shall not be required to pay or release any amount of retainage that is subject of a good faith dispute, the subject of any claim by the Contractor or anyone employed by or utilized by the Contractor for the Project, or otherwise the subject of a claim or demand by the Village.
- 3.5 Acceptance of final payment by the Contractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.

Article 4. SUBCONTRACTS AND INDEPENDENT CONTRACTOR.

There are no identified subcontractors for the Project. The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the work under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Village. All of the work required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the work shall be fully qualified and authorized or permitted under federal, state and local law to perform such work.

Article 5. CONTRACTOR'S REPRESENTATIONS

In order to induce the Village to enter into this Contract, the Contractor makes the following representations:

- 5.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost,

progress, performance or furnishing of the work.

5.2 Contractor has obtained at his/her own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to the subsurface conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the Contract Price, within the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the RFP; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes.

5.3 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or is deemed necessary by the Contractor in order to perform and furnish the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

5.4 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

5.5 Contractor has given Contract Administrator written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to the Contractor.

Article 6. INDEMNITY AND INSURANCE.

6.1 The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the Village, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the Village in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor against the Village and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

Subject to the limitations set forth in this Section, Contractor shall assume control of the defense of any claim asserted by a third party against the Village and, in connection with such defense, shall appoint lead counsel, in each case at the Contractor's expense. The Village shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If the Contractor assumes control of the defense of any third party claim in accordance with this paragraph, the Contractor shall obtain the prior written consent of the Village before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the Contractor shall not assume or maintain control of the defense of any third party claim,

but shall pay the fees of counsel retained by the Village and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the Village, be detrimental in any material respect to the Village's reputation; (ii) the third party claim seeks an injunction or equitable relief against the Village; or (iii) the Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

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

6.2 Prior to commencing any work, the Contractor shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the Village and the Contractor. All such insurance policies may not be modified or terminated without the express written authorization of the Village.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Consultant, personal injury)	\$1, 000,000 per occurrence \$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$ 1,000,000 single limits
Worker's Compensation	\$ statutory limits

The commercial general liability and automobile policies will name the Village as an additional insured on primary, non-contributory basis and proof of all insurance coverage shall be furnished to the Village by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Contractor of its liability and obligations under this Contract.

Article 7. INDEPENDENT CONTRACTOR.

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

Article 8. FORCE MAJEURE.

Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, epidemics, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Contractor or the Village may suspend its performance under this Contract as a result of a force majeure without being in default of this Contract, but upon the removal of such force majeure, the Contractor or Village shall resume its performance as soon as is reasonably possible. Upon the Contractor's request, the Village shall consider the facts and extent of any failure to perform the work and, if the Contractor's failure to perform was without its fault or negligence, the schedule may be revised accordingly, subject to the Village's rights to change, terminate, or stop any or all of the work at any time. No extension shall be made for delay occurring more than five (5) days before a notice of delay or claim therefore is made in writing to the Village. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary. Failure to timely provide notice of any delay shall waive the delay until notice is properly provided in accordance with this provision and the Contract.

Article 9. TERMINATION.

A. TERMINATION BY VILLAGE: The Village may terminate the Contract and the Contract Documents if the Contractor:

- (a) refuses or fails to supply enough properly skilled workers or proper materials;
- (b) fails to timely prosecute the work or any portion thereof;
- (c) disregards or takes action contrary to any laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- (d) takes action, short of declaring bankruptcy, evidencing insolvency;
- (e) fails or refuses to provide and/or maintain insurance or proof of insurance as required by the Contract Documents; or,
- (f) otherwise is in breach of a provision of the Contract Documents.

When any of the above reasons exist, the Village, may without prejudice to any other rights or remedies of the Village and after giving the Contractor three (3) days' written notice, and five (5) days to cure, terminate the Contract and Contract Documents and may:

- (a) take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by or paid for by the Village; and,
- (b) finish the Work by whatever reasonable method the Village may deem expedient.

The Contractor shall be liable for any damage to the Village, including additional attorney and engineering/architectural fees, resulting from the Contractor's termination under this provision by the Village, including but not limited to, and any increased costs incurred by the Village in completing the work.

When the Village terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment, if any, until the work is finished.

Should it be determined by a mediator or a court of competent jurisdiction that the Village wrongfully terminated the Contract, then the Contractor agrees to treat such termination as a termination for convenience.

B. TERMINATION BY THE VILLAGE FOR CONVENIENCE

The Village may, at any time, terminate the Contract and Contract Documents for the Village's convenience and without cause. Upon receipt of written notice from the Village of such termination for the Village's convenience, the Contractor shall:

- (a) cease operations as directed by the Village in the notice;
- (b) take actions necessary, or that the Village may direct, for the protection and preservation of the Work; and
- (c) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing orders and enter into no further orders.

In case of such termination for the Village's convenience, the Contractor shall be entitled to receive payment for work executed and demobilization costs.

Article 10. MISCELLANEOUS.

- 10.1 The Village and Contractor each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 10.2 Additional work, changes to the Contract Price, or Contract Time, is subject to the Village's prior written approval. The Contractor has no authority to approve such changes and has no authority to waive the requirement of prior written authorization for extra work, changes in the Contract Time, Contract Time, or change orders
- 10.3 Headings and References & Exhibits: The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Articles are to the Articles of this Contract. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Contract.
- 10.4 Counterparts: This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.
- 10.5 Entire Contract; Amendment and Waiver: This Contract (together with the other Contract Documents) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.
- 10.6 Successors and Assigns: This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.

- 10.7 Governing Law; Consent to Jurisdiction: This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.
- 10.8 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.
- 10.9 Severability: If any one or more of the provisions of the Contract shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 10.10 Effective date: The effective date of this Contract is the date the Contract is approved by the Village Commission.
- 10.11 Public Records: The Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Village as provided under section 119.011(2), Florida Statutes, specifically agrees to:
- (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 Contractor 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 Contractor or keep and maintain public records required by the Village to perform the service. If the Contractor transfers all public records to the Village upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records or designee, in a format that is compatible with the information technology systems of the Village.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 584-8200 Ext. 8431, kwynn@vpsfl.org, OR BY MAIL SENT TO THE PALM SPRINGS VILLAGE, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

- 10.12 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- 10.13 PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, the Contractor acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Contractor has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
- 10.14 Except where specifically provided for in the Contract Documents, the Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from the Village for direct, indirect, consequential, impact or other costs, expenses or damages, including, but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever. Provided, however, and subject to sovereign immunity under section 768.28, Florida Statutes, that this provision shall not preclude recovery or damages by the Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of the Village. Otherwise, the Contractor shall be entitled only to extensions of the Contract Times as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.
- 10.15 If any legal action or other proceeding is brought for the enforcement of this Contract or the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract or the Contract Documents, each party shall be responsible for their own attorney's fees at all levels. EACH PARTY ALSO AGREES AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL ARISING OUT OF ALLEGED DISPUTE, BREACH, DEFAULT, MISREPRESENTATION OR ANY OTHER CLAIM IN CONNECTION WITH OR ARISING FROM ANY PROVISION OF THIS CONTRACT OR THE CONTRACT DOCUMENTS
- 10.16 Each of the parties agrees to perform its obligations under the Contract Documents in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of the Work and under the Contract Documents.
- 10.18 All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the Contractor under this Contract shall be considered a "Work for Hire" and the exclusive property of the Village. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, Contractor will assign to the Village all right, title and interest in and to Contractor's copyright(s) for such Documents. Contractor shall execute and deliver to Village such instruments of transfer and take such other action that Village may request, including, without limitation, executing and filing, at Village's expense,

copyright applications, assignments and other documents required for the protection of Village's right to such Documents. The Contractor shall retain copies of the Documents for a period of three (3) years from the date of completion of the Project. The Village grants to the Contractor the right and/or limited license to use a portion of the Documents prepared by the Contractor in future projects of the Contractor with said right and/or limited license to use a portion at Contractor's own risk and without any liability to Village. Any modifications made by the Village to any of the Contractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the Contractor will be at the Village's sole risk and without liability to the Contractor.

- 10.19 Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.
- 10.20 Contractor hereby waives any and all rights to subrogation against the Village, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.
- 10.21 As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Contract Documents, the Contractor certifies that it and its affiliates who will perform hereunder have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.
- 10.22 As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into the Contract Documents, the Contractor certifies that it is not participating in a boycott of Israel. Village and Contractor agree that the Village will have the right to terminate the Contract Documents if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
- 10.23 Pursuant to Section 448.095(2), Florida Statutes, the Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (receiving funding under this Contract) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees.
- 10.24 Any notice required to be given under the Contract Documents shall be sent by certified mail (return receipt requested) or by nationally recognized overnight courier as follows to the Village:

Village of Palm Springs
Attn: Village Manager
226 Cypress Lane
Palm Springs, FL 33461
and to the Contractor as follows:

Contractor:

Shutter Up Windows and Doors
1042 S. Congress Avenue
West Palm Beach, FL 33414

Either party may amend this notice provision by written notice to the other party.

10.25 By signing this Contract, on behalf of the Contractor, the undersigned hereby warrants and represents to the Village that he or she has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract on behalf of the Contractor for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

IN WITNESS WHEREOF, the Village and Contractor have caused this Contract to be executed the day and year shown below.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Bev Smith, Mayor

ATTEST:

Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

Christy Goddeau, Village Attorney

CONTRACTOR: Shutter Up Windows and Doors

By: _____

Print Name: _____

Title: _____

[Corporate Seal]

1042 S Congress Avenue
West Palm Beach, FL 33406
T/561-588-2623 F/561-847-4915
www.Shutterupwindows.com
mike@shutterupwindows.com



Quote: MS
Date: 10/17/2024

Licensed and Insured: Palm Beach County Licenses Shutter #U-20869 --- Windows & Doors #U-21464
Shutter #MCHS6728 Windows & Doors #MCWD6825 Shutter #12-AE-18049-R Windows & Doors #15-WD18048-X

Customer		Contact Information	Job Site Address
Village of Palm Springs Public Works		561-352-5631 flofaso@vpsfl.org	226 Cypress Lane Palm Springs, Fl Palm Springs Building Dept
Opening #	Opening Description		
1	Install Impact Double Door with 2 Sidelites and Transom ESW Commercial Series ES-8000 Opening Size: 118 1/2 X 118 1/2 Glass to be laminated, impact resistant, to be gray in color Window and door frame to be aluminum, to be clear anodized in color Exterior pull handle, interior panic bars with electric hinges, closers		\$ 11,352.55
2	Install Impact Double Door with 2 Sidelites and Transom ESW Commercial Series ES-8000 Opening Size: 118 1/2 X 118 1/2 Glass to be laminated, impact resistant, to be gray in color Window and door frame to be aluminum, to be clear anodized in color Exterior pull handle, interior panic bars with electric hinges, closers		\$ 11,352.55
3	Install Impact Double Door with 4 Sidelites and Transom ESW Commercial Series ES-8000 Opening Size: 238 1/4 X 118 1/2 Glass to be laminated, impact resistant, to be gray in color Window and door frame to be aluminum, to be clear anodized in color Exterior pull handle, interior panic bars with electric hinges		\$ 17,090.02
All Electric to be done by others			
			Product Total \$ 39,795.12
			Permit Fees: \$ 1,313.85
ESTIMATED INSTALLATION DATE:10 to 12 WEEKS from final measure and HOA approval.			Project Total: \$ 41,108.97

ESTIMATED INSTALLATION DATE: 10 to 12 WEEKS from final measure and HOA approval.

CONTRACT AMOUNT: The Contract Amount will be increased by the cost of any permit, HOA/POA approval fee and any Change Order.

If the Customer pays by credit card the Contract Amount will be increased by three percent (3%). Customer may hold 10% of final progress payment until Passing Final Building Inspection.

CONTRACT AMOUNT: \$41,108.97
DEPOSIT: \$16,443.59 (40% Upon Contract Acceptance)
PROGRESS PAYMENT: \$16,443.59 (40% Upon Delivery/ Commencement of Installation)
PROGRESS PAYMENT: \$ 8,221.79 (20% Upon Completion of Installation)

CUSTOMER ACKNOWLEDGES READING THE FRONT AND REVERSE SIDE.

Shutter Up Windows and Doors Representative

Print Name

Date

Customer Signature

Print Name

Date

Customer Signature

Print Name

Date

ADDITIONAL TERMS

1. CONTRACTOR'S WORK: All work shall be completed in a workman-like manner and in compliance with all building codes and applicable laws. Contractor shall obtain all permits and approvals for the work to be performed at Customer's cost, unless otherwise stated in contract. Contractor agrees to remove all debris and leave the premises in broom clear condition.
2. CUSTOMER'S DUTY TO PREPARE: The Customer shall be responsible for removing and replacing all furniture, all window treatment, any attached alarms, home security systems, flower pots, wall hangings and any other personal property which might be damaged during the installation of the Product by the Contractor.
3. ESTIMATED INSTALLATION DATE: The Estimated Installation Date is approximate only and the parties agree that any delay in installation of the Product shall not be a legal defense to timely payment of Progress Payments and Final Payment or a legally valid reason for cancellation of the Contract. There are many reasons beyond the Contractor's control which make it impossible for the Contractor to provide an exact Installation Date including, but not limited to, the weather, wars, labor disputes, material shortages, governmental law and regulations, seasonal restrictions on construction activity, suppliers not meeting shipping schedules, etc. During the height of hurricane season (June 1 to November 30) the Estimated Installation Date may be extended due to high demand for up to one year from date of the Contract.
4. CHANGE ORDERS: The Contract Amount can be adjusted only by written Change Orders signed by both Contractor and Customer. The following are examples of situations where a Change Order may be required: (a) unforeseen site conditions, including unforeseen hollow conditions on a structure which may require site specific engineering and/or extra materials; (b) building code changes; (c) pre-existing hidden site conditions, including electrical wiring, plumbing, gas, telephone lines, rotten wood, hazardous material including mold, asbestos, etc. In the event that site conditions result in the Contractor halting installation for a period in excess of five (5) days, Customer agrees to immediately pay Contractor fifty percent (50%) of the next Progress Payment due.
5. PROGRESS AND FINAL PAYMENTS: Customer agrees to pay Contractor the Progress Payments and Final Payment specified herein when requested by Contractor. Customer agrees that failure to pay any Progress Payment when due will entitle the Contractor to cease work until paid. If a Progress Payment or Final Payment is not paid within fifteen (15) days of its due date, the Contractor has the right to consider the non payment a material breach of the Contract entitling the Contractors to recover the total balance due on the Contract, plus interest calculated on the balance at eighteen percent (18%) per annum, plus reasonable attorney's fees and court costs. Final Payment is due at the time that the Contractor's work passes final inspection by the Building Department. Title to the Product shall remain in Contractors until full payment of the Contract Amount. Upon Customer's request, Contractor shall furnish Customer with appropriate Release or Waivers of Lien for all work performed or materials provided to the date of the Release or Waiver.
6. WARRANTIES: Contractor warrants to the original Purchaser that the Product is installed in a workman-like manner. The warranty shall be for a period of 5 years from the date of installation. The Contractor's responsibility is limited to repair, replacement or refund as determined in the Contractor's sole discretion. The Customer agrees to look solely to the Product manufacturer's warranty regarding defects in the Product, including, without limitation , deterioration and/or peeling of paint surfaces due to exposure to Florida's weather or abrasions or minor blemished incurred in manufacturing and shipping of the Product. The Contractor will provide a copy of the manufacturer's warranty to the Customer at the time of Final Payment. The Contractor's warranty is contingent upon proper maintenance of the Product by the Customer, including twice a year lubrication of all movable fasteners, windows, doors and shutters. Customer understands that the Product is manufactured to fit the location and is not an integral part of the original construction of the structure and as such it is not warranted to be one hundred percent (100%) watertight. Doors and windows may be subject to water intrusion caused by wind-driven rain due to high wind events. **Other than the Contractor's express warranty contained herein, the Contractor disclaims any other express warranty or any implied warranty of fitness or merchantability.**
7. CONTRACTOR'S LIMITATION OF LIABILITY: Contractor is not responsible for damage to Customer's personal property, including, without limitation, roofing, siding, flooring, plumbing, electric, landscaping, stone veneers, pavers, marble windowsills, furniture, security systems and or all forms of home protection, blinds and other window treatments which may occur during normal installation. In no event shall Contract be liable for consequential damage nor shall Contractor's liability for any claim arising out of or connected with this Contract exceed the Contract Amount. The risk of loss to the Product shall pass to Customer once the Product is delivered to the jobsite.
8. VENUE: If any action is brought to enforce this Contract, the parties agree that the action shall be instituted and maintained only in the Courts of Palm Beach County, Florida. This Contract shall be interpreted in accordance with the laws of the State of Florida.
9. CONTRACTOR'S LIEN RIGHTS: Contractor shall have the right to enforce any claim it might have for money due under this Contract by filing a Contractor's Lien pursuant to the Florida Construction Lien Law. The Florida Construction Lien Law (Section 713.001-713.37, Florida Statutes) is complex and it is recommended that the Customer consult an attorney regarding the Customer's right under the lien law.
10. CONTRACTOR'S LIMITED POWER OF ATTORNEY: Customer hereby grants to Contractor a Limited Power of Attorney in order to allow Contractor to

sign a Notice of Commencement, permit documents, homeowners association documents and/or other documentation necessary to obtain permits and/or government approvals in order to commence and complete the installation of the Product as set forth in this Contract.

11. CUSTOMER ACKNOWLEDGMENT: Customer has read or had the opportunity to read the Contract before signing it. Customer represents that he/she understands its terms and agrees to abide by these terms.

CUSTOMERS INITIALS _____

NOTICE TO COSTUMERS: PLEASE READ THIS AGREEMENT BEFORE SIGNING.



ROYAL PALM

A L U M I N U M

THE WINDOW COMPANY



Licensed Impact Window and Door installation
Providing Quality Since 1994

Proposed Project Estimation and Contract

S O L D T O	Customer	Roberto Quintero	Project	Roberto Quintero
			Address	226 Cypress Ln
	Contractor	Royal Palm Aluminum	Location	Palm Springs, FL, USA, 33461
	General #	CGC# 1513273	Contact	Roberto Quintero
	Date	10/24/2024	E-Mail	rquintero@vpsfl.org
	Salesman	Habdiel Duarte	Quote #	140-5087-1
	Salesman Contact	561-588-2520	Phone Fax	5615780035

Product and Installation Package

CGI OPENING DRAWING REPORT: # 76247

~PROPOSAL DETAILS/SCOPE OF WORK~

INCLUDES
<u>"HURRICANE IMPACT PRODUCTS"</u>
<u>"INSTALLATION INTO "Retrofit"</u>
- PRODUCTS PROPOSED AS CGI - PRODUCTS PROPOSED AS Aluminum FRAMED IMPACT PRODUCTS - PRODUCTS PROPOSED WITH Anodized FRAME FINISH AND Gray TINTED Laminated GLASS
DOES NOT INCLUDE
- INTERIOR AND EXTERIOR *(WOOD MOLDING, DRYWALL/PLASTER, WINDOWSILL, TILE/WOOD/CARPET FLOORING, PAINTING)* - BUCKING AND FLASHING IN STANDARD NEW CONSTRUCTION INSTALLATION (NOT INCLUDED) - SHUTTER REMOVAL* (<u>NO (NOT INCLUDED IN TC)*</u>)

ALL INFORMATION IS PROPRIETARY AND NOT DISSEMINATED

ALL QUOTES: REASONABLE EXPOSURE TIME FOR PROPERTY QUOTE AT CURRENT MARKET CONDITIONS: 30 DAYS

THIS CONTRACT IS **NOT** CONSIDERED VALID WITHOUT A PAID DRAW #1

THE SIGNING OF THIS CONTRACT IS ACCEPTANCE OF THE INDICATED MATERIAL AND ALL RELATED CONFIGURATION AND AESTHETIC RISKS AND CONSIDERATIONS (REFLECTIVITY, COLOR, AND DISTORTION)

*TOTAL CONTRACT **DOES** INCLUDE FEES FOR PERMITTING, ENGINEERING AND RELATED COSTS WHICH WILL BE BILLED AT COST AS A FINAL DRAW AFTER THE FINAL INSPECTION IS COMPLETED*

THE ABOVE MATERIAL AND LABOR AGREEMENT HAS BEEN REVIEWED AND APPROVED: X

Project Total

DRAW SCHEDULE AGREEMENT

DRAW #1 – THE DEPOSIT DRAW IS DUE BEFORE MATERIALS ARE ORDERED AND/OR PERMIT APPLICATION IS SUBMITTED

DRAW #2 – THE MATERIAL DRAW IS DUE AS MATERIAL SHIPS FROM THE MANUFACTURER.

DRAW #3 – THE LABOR DRAW IS DUE UPON THE FINAL DAY OF INSTALLATION

****SEE NOTES BELOW ABOUT PARTIAL INSTALLATIONS****

****FINAL INSPECTION/WARRANTY SERVICE WILL NOT BE SCHEDULED UNTIL DRAW 3 HAS BEEN PAID****

DRAW #4 – THE CLOSING DRAW (PERMITTING FEES) IS DUE UPON PASSING OF THE FINAL INSPECTION

INSTALLATION	INCLUDED
TOTAL CONTRACT	\$48,600.00
DRAW #1	\$24,300.00
DRAW #2	\$17,100.00
DRAW #3	\$4,900.00
DRAW #4	\$2,300.00

I AGREE TO ABIDE BY THIS DRAW SCHEDULE.

X _____

*****ALL PAYMENTS ARE TO BE MADE OUT TO "ROYAL PALM ALUMINUM, INC" *****

PERMIT FEES (3%) = \$1,458

TOTAL PROPOSAL = \$50,058

~TERMS AND CONDITIONS~

1. PRICES AND PAYMENT TERMS: All prices are US currency, payable at the office of Royal Palm Aluminum, Inc. in Palm Beach County, Florida. Installation may not begin until all materials have been paid in full. Subsequent progress payments for installation may be required upon the discretion of Royal Palm Aluminum, Inc. Unpaid balances not paid when due shall bear interest at 1.5% per month until paid in full and may jeopardize the installation schedule. Title in any goods described on this form is transferred to the Buyer/Responsible Party at shipment. Buyer/Responsible Party hereby grants to Royal Palm Aluminum, Inc., a security interest in any such goods sold hereunder, or the proceeds thereof, to secure the performance or payment of the obligations of the Buyer/Responsible Party under this agreement. Buyer/Responsible Party agrees to execute any document reasonably required by Royal Palm Aluminum, Inc. to perfect this security interest. **A technology fee of 3.25% will be charged to all credit card transactions, in effect for all payments received after 1/1/2020.**

Royal Palm Aluminum, Inc. will retain all right of a lien provided by the Florida Construction Lien Law until payment is paid in full. PER FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 712.001-713.37, FLORIDA STATUTES, THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE THE RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS OR NEGLECTS TO MAKE OTHER LEGALLY REQUIRED PAYMENTS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED, YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT WHENEVER A SPECIFIC PROBLEM ARISES, YOU CONSULT AN ATTORNEY. YOU MAY ALWAYS ASK YOUR CONTRACTOR FOR A RELEASE OF LIEN.

CONTRACT TYPE AND SALES TAX – All projects contracted from this form are assumed to be modifications, additions and/or repair of REAL PROPERTY. This is a **LUMP SUM CONTRACT**. Royal Palm Aluminum, Inc. pays Sales-Tax on all materials required for the completion of the project and **does not charge Sales Tax**.

If any payment is not made when due, Royal Palm Aluminum, Inc. Shall have the absolute right to refuse to deliver any other order or shipment until payment is made.

For Partial installations, the portion (percentage) of completion will be calculated, invoiced and paid as per the above "Labor Draw" Agreement.

Indemnity: To the fullest extent permitted by law, the Buyer/Responsible Party shall, defend, indemnify and hold harmless Royal Palm Aluminum, Inc. its officers, directors, members, consultants, agents and employees (the "Seller Indemnified Parties") from all claims for bodily injury, wrongful death, violation of code or Statute, and property damage, that may arise from the performance of the work and the product sold, to the extent the negligence is attributed to such acts or omissions by Buyer/Responsible Party or anyone employed directly or indirectly by any of them or by anyone for those acts any of them may be liable, including all costs and attorney's fees incurred by Seller to enforce this provision, including mediation, trial and/or court of appeals. The Buyer/Responsible Party shall not be required to indemnify or hold harmless Royal Palm Aluminum, Inc. Indemnified Parties for any acts, omissions or negligence of Royal Palm Aluminum, Inc. Indemnified Parties.

Changes in Scope: Any verbal requests will not be recognized, nor any written change from anyone other than the Buyer or Responsible Party of this contract, unless written consent is given within 5 days of sign contract to authorize a Decision Maker in the Buyer's/Responsible Parties' absence. The Buyer, Responsible Party, or Authorized Decision Maker may order changes without invalidating this contract consisting of additions, deletions or other revisions, the material sum and installation sum being adjusted accordingly.

Sign Here:

I _____ Authorize _____ to be the Authorized Decision Maker in my absence.

2. DELIVERY: Royal Palm Aluminum, Inc. shall schedule delivery and installation following the complete receipt of orders at its facility and shall endeavor to do so in accordance with standard industry practice. Royal Palm Aluminum, Inc. shall not be liable for any delays in installation caused by factors beyond its reasonable control, including but not limited to weather or other acts of God, accidents, disruptions, fires, explosions, breakdowns of essential machinery or equipment, power shortages, transportation or storage delays, labor difficulties, or failure or delay in its usual source of supply, manufacturer delay(s) and or defect(s), war, or terrorist acts. Royal Palm Aluminum, Inc. may not be withheld or be back charged in the event of such a delay as listed. The date of delivery or performance shall be deemed extended for a period greater than or equal to the time lost by the delay.

CLIENT CANCELLATION OF MATERIAL DELIVERY OR INSTALLATION WITHIN 24 HOURS OF SCHEDULED WORK ARE SUBJECT A \$200 RESCHEDULING FEE.

3. WARRANTY: All Royal Palm Aluminum, Inc., installations are warranted against defects in workmanship for a period of one (1) year from the date of material arrival to RPA, provided that the draw schedule is adhered to. Other than the implied warranty of title, NO ORAL, STATUTORY, OR IMPLIED WARRANTY, INCLUDING SPECIFICALLY THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY. Royal Palm Aluminum, Inc.'s obligation with respect to the installation shall be limited to this printed warranty. All warranties are void unless Royal Palm Aluminum, Inc. has received payment in full and products are installed in strict conformity with Royal Palm

Aluminum, Inc. specifications and instructions for installation. In the event of a breach of warranty, Royal Palm Aluminum, Inc. shall have the option to repair or replace any defective product or application. Replacement shall not include any other cost other than repair or replacement of the defective product or application. **Warranty service will not be scheduled or completed unless the project has been PAID IN FULL.**

4. LIMITATION OF LIABILITY: Royal Palm Aluminum, Inc.'s liability on any claim for loss or damage arising out of this contract, or for the performance or breach thereof, or connected with the supplying of any service hereunder, or their sale, operation or use, whether based on contract, warranty, tort (including negligence), strict liability or other grounds, shall not exceed the price of such service or part thereof applicable to the claim. In no event shall Royal Palm Aluminum, Inc. be responsible for special, punitive, penal, consequential, or incidental damages, including but not limited to damages for loss of profits or revenue, loss of use of the product or any associated product, cost of capital, cost of substitute products, facilities, or services, or claims of customers for such damages.

5. INSPECTION: Except as otherwise provided in Royal Palm Aluminum, Inc. printed warranty, it shall be Buyer's/Responsible Parties' responsibility to promptly examine and inspect the substantially completed installation and to notify Royal Palm Aluminum, Inc. in writing within ten (10) days after delivery of any complaint that relates to the service provided or any claimed failure of the service to conform to this contract. Failure to notify Royal Palm Aluminum, Inc. within the allowed claim period shall be deemed an irrevocable acceptance of the installation, and a waiver of any claimed defect. Glass and frame finishes shall be in accordance with generally accepted conditions as defined by the Selected ASTM Standards Relating to the Flat Glass Industry-Revised 5/98, Page 1 Paragraph 3.1.1.11: Page 3, Table 1, and Page 5 Paragraph 7.3. Some level of visible distortion is unavoidable and expected when using heat strengthened glass in high performance impact resistant glazing products. Distortion of images whether viewed in transmission or reflectance may be accentuated when viewed at angles other than normal (90°) to the surface; often the more acute or obtuse the angle, the greater the distortion. Inspection of the windows and doors is to be made by examining the product at 10 feet back from the windows and doors to look for scratches, dings, or imperfections in workmanship to establish a punch out list. Inspection is to be reasonable. Additionally, it will be Buyer's/Responsible Parties' responsibility to provide reasonable access to Royal Palm Aluminum, Inc., and municipal authority to inspect the project in accordance with the finalization of the permitting process.

NOTE: Scratches and dings will occur through the process of remodeling, renovation, and new construction due to the number of times the material is handled from manufacturing to delivery to installation and with every trade that interfaces with the projects afterward.

6. SITE PREPARATION: Buyer agrees to prepare the premises to permit the locating or placing of the goods without obstacles or hindrances of any kind. Royal Palm Aluminum, Inc. may, but is not obligated to, provide additional supplies, hardware or other items needed to complete the installation. A space of (3) feet is to be cleared around the area of installation to provide adequate working space for installation to commence. **All window and door treatments/fixtures/shutters/sills/surrounding tiles/ and paint are to be removed BY OTHER prior to installation, any material within one foot of the installation space is considered "AT RISK" and Royal Palm Aluminum, Inc. shall not be held liable for any damages that occur therein.**

7. BUYER'S REPRESENTATIONS: If the goods are to be installed as improvements to real property, (and unless indicated otherwise in this agreement or a separate purchase agreement, the goods are to be installed as improvements to real property) Buyer/Responsible Party represents to Royal Palm Aluminum, Inc. that none of the goods may be resold as a separate item.

8. GENERAL MATTERS: Buyer/Responsible Party agrees to give Royal Palm Aluminum, Inc. full and prompt cooperation with respect to any request for action related to consumer product safety issues. No assignment of this agreement may be made without prior written approval by Royal Palm Aluminum, Inc. This contract shall be deemed made in Palm Beach County, Florida and shall be governed and construed under the laws of Florida. Venue of any action arising out of this agreement shall be in Palm Beach County, Florida. This agreement represents the entire agreement of the parties and may not be altered or modified other than by a writing signed by Royal Palm Aluminum, Inc.

9. ADDITIONAL NOTES: Parties shall be entitled to conduct **reasonable discovery** before, during, and after construction process - Royal Palm Aluminum, Inc. has authority to refuse continuation of and installation of any openings deemed a potential risk to the installation of windows, doors, and other fenestration openings; or the potential risk of injury, loss or damage that may occur. **PRICE PER PRODUCT IS A VARIABLE PRICE ONLY INCLUDED INTO SINGLE LINE-ITEM PRICING, NOT TOTAL CONTRACT AMOUNT.**

SCREEN RETENTION: At the discretion of Royal Palm Aluminum, Inc. Screen material **may** be stored at their facility for a period of up to (1) one year of completion of substantial installation. After this point they may be discarded without notice.

GLASS DISTORTION: Heat strengthened glass may have optical distortions that occur as a result of the strengthening process. Optical distortions are not considered defects and are not covered under warranty. Optical distortion and other glass imperfections consistent with ASTM or other industry standards, which do not affect structural integrity are also not covered.

HARDWARE FINISH: Hardware warranty is per manufacturer; in general, functionality has a specified duration of coverage. Finish and corrosion are generally not covered. For extended aesthetic performance, see care and maintenance guidelines.

THE BELOW SIGNATURES SIGNIFY AGREEMENT TO THE TERMS AND CONDITIONS STIPULATED ABOVE AND AN OVERALL NOTICE TO PROCEED FOR THE PROJECT.

CONTRACT ACCEPTED BY: _____

DATE ACCEPTED: _____

CONTRACTOR SIGNATURE: _____

DATE ACCEPTED: _____





Village of Palm Springs

Executive Brief

AGENDA DATE: December 12, 2024

DEPARTMENT: Utilities

ITEM #8: Authorize Emergency Repair - Gravity Sewer Main Repair Cresthaven Blvd - Utilities (FY 2025 Budget - Water & Sewer Enterprise Fund)

SUMMARY: The Utilities Department made an emergency repair on an 8" gravity sewer main along the north side of Cresthaven Boulevard, west of Military Trail. The gravity main that serves a group of apartment complexes to the south has collapsed, causing an interruption in service to the apartments and a risk of a sinkhole along Cresthaven Boulevard. The gravity sewer main was too deep for Village staff to repair, and a contractor was required. Hinterland Group, Inc. was selected by Utilities to fix the force main due to their immediate availability and experience with the Village, as well as their willingness to allow the Village to utilize the pricing of their emergency repair contract with Lake Worth Beach. The cost of repairs, maintenance of traffic, and site restoration totals \$47,072.48, which the Village Manager approved as an Emergency Purchase.

Under the Village's Purchasing Code, Section 58-12, the item is now being presented to the Council for approval, as it exceeded the \$35,000 threshold.

FISCAL IMPACT:

Funds for this emergency repair are available within the FY 2025 Budget – Water and Sewer Fund. A budget amendment or internal budget transfer will be requested at a later date if needed.

ATTACHMENTS:

1. Proposal - Hinterland Group, Inc.



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

(561) 640-3503 - Phone

FAX - 561-640-3504

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

Proposal # 24-0071-03

ADDRESS

Village of Palm Springs
Lazaro Farrey
lfarrey@vpsfl.org

DATE: 10/23/2024

JOB NAME: Cresthaven Point Repair

ACTIVITY	QUANTITY	UNIT	RATE	AMOUNT
GC-2 - Emergency Mobilization/Demobilization - Utility ROW	1	LS	\$3,096.00	\$3,096.00
GC-8 - MOT Residential Street	4	EA	\$619.20	\$2,476.80
GC-12 - Density Tests	1	AL	\$1,000.00	\$1,000.00
GC-13 - Proctor Tests	1	AL	\$150.00	\$150.00
F-25 - 8-Inch PVC Sewer Main	10	LF	\$371.52	\$3,715.20
F-140 - Core Drill Existing Manhole	1	EA	\$1,486.08	\$1,486.08
F-141 - Sanitary Crew	40	HR	\$650.16	\$26,006.40
R-1 - Remove and Dispose Concrete	40	SF	\$2.48	\$99.20
R-2 - 4" Concrete without wire	40	SF	\$6.19	\$247.60
R-11 - F&I Bahia Sod	800	SF	\$2.48	\$1,984.00
BP-2 - Bypass 6" Pump	1	DAY	\$1,238.40	\$1,238.40
WP-1 - Well point System	3	DAY	\$1,857.60	\$5,572.80

*** Proposal is based on pricing from the City of Lake Worth Beach Contract
#20-106 - Emergency Utility Repairs for Water, Wastewater and Stormwater***

TOTAL

\$47,072.48

Notes:

1. Includes removal and replacement of Approx 12 LF of 8" gravity sewer ain at 12' deep
2. Proposal Assumes no road closure will be needed
3. No permits, bonds, surveying or as-builts included
4. No asphalt restoration included

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

Accepted By: _____

Accepted Date: _____



Village of Palm Springs

Executive Brief

AGENDA DATE: December 12, 2024

DEPARTMENT: Utilities

ITEM #9: Work Authorization No. SAK-U05 Trenchless Rehabilitation Services (Sewer Lining) (FY 2025 Budget Funded - Water & Sewer Enterprise Fund) - SAK Construction, LLC.

SUMMARY: The Utilities Department must utilize trenchless rehabilitation services to line gravity sewer mains to reduce inflow and infiltration into the Village's wastewater system. Infiltration is water that leaks into the sanitary sewer system through cracks, broken joints, and holes in manholes and sewer pipes. Infiltration and inflow increase the Village's sewage transmission costs as these costs are based on the volume of liquid measured by flow meters at the point where sewage leaves the village collection system. In addition, infiltration and inflow consume part of the Village's fixed sewage treatment capacity which would otherwise be available for new sewer customers. For these reasons, it is important to annually seal those portions of the village's sewage collection system which are experiencing significant infiltration and inflow. Village staff have identified 5,438 linear feet of cured-in-place pipe lining and 263 vertical feet of manhole rehab that will be completed. The total cost for the identified areas of sewer lining and manhole rehabilitation is \$276,606.00.

Note: To ensure the lowest possible price, the staff recommends that the Village utilizes our existing agreement, which is a cooperative purchasing contract with SAK Construction, LLC. OMNIA Partners/Region 4 Education Service Center awarded that to SAK on March 1, 2022. This selection by OMNIA Partners was completed through a competitive selection process – RFP Trenchless Technology Rehabilitation and Related Products and Services (RFP No. R220402 – August 26, 2021).

The Village accepted SAK's pricing as approved under OMNIA Partner's contract including all terms, conditions, and pricing. The term of the proposed OMNIA Partner's contract would expire on February 28, 2025. The Village will not expend more than the amount within the approved budget as it may be adopted/amended for each of these goods and services over the term of this contract. All original bid documents authorizing the cooperative purchasing contract with OMNIA Partners are available in the Village Clerk's Office.

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

The approved FY 2025 Budget - Water & Sewer fund included \$280,000.00 for wastewater lining. If approved, it is estimated that the proposed project would be completed within 90 days (February 2025)

following the Notice to Proceed by the Village.

The proposed project Work Authorization No. SAK-U05 was prepared by SAK Construction, LLC, and reviewed by the Assistant Utilities Director, Utilities Director, Finance Director, and the Village Attorney.

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

FISCAL IMPACT:

Funding to support purchases under this proposed agreement is available within the FY 2025 Budget - Water & Sewer Enterprise Fund. The Village will not expend more than the amount in the approved Budget as it may be adopted/amended each year for those goods and services over the term of this contract.

ATTACHMENTS:

1. Resolution No. 2024-62 SAK Construction
2. Proposed Work Authorization No. SAK-U05
3. SAK Construction, LLC. - Quote
4. Sewer Lining Map

RESOLUTION NO. 2024-62

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING THE MAYOR, AND/OR HER DESIGNEE, TO EXECUTE PROJECT WORK AUTHORIZATION NO. SAK-U05 WITH SAK CONSTRUCTION, LLC USING A COOPERATIVE PURCHASE CONTRACT WITH OMNIA PARTNERS FOR SEWER LINING AND MANHOLE REHABILITATION FOR THE VILLAGE'S UTILITY SYSTEM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village Staff must utilize trenchless rehabilitation services to line gravity sewer mains to reduce inflow and infiltration into the Village's wastewater system; and

WHEREAS, Village Staff has determined that the cooperative purchase contract awarded to SAK Construction, LLC, using a Cooperative Agreement through Omnia Partners, LLC (RFP No. R220402 – August 26, 2021 - Trenchless Technology Rehabilitation and Related Products and Services) contains all terms, conditions and pricing to meet the Village's needs; and

WHEREAS, the Village Purchasing Code, Section 58-8, allows for the Village to participate in a cooperative purchasing agreement for the purchase of goods and services; and

WHEREAS, it has been determined that it is in the best and most efficient interests of the Village to obtain provisions for trenchless rehabilitation services to line gravity sewer mains to reduce inflow and infiltration into the Village's wastewater system, and have made a recommendation of same to the Village Council.

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

Section 1. Based upon review of the proposal attached hereto and incorporated herein as **Exhibit "A"**, the Village Council hereby authorizes the execution of a cooperative purchase contract with SAK Construction, LLC, based on a cooperative agreement with Omnia Partners (RFP No. R220402 – August 26, 2021 - Trenchless Technology Rehabilitation and Related Products and Services) for an amount-not-to-exceed \$324,659.

Section 2. The Mayor and Village Clerk are hereby authorized to execute any and all documents necessary to complete the Purchase Agreement of this contract, and the Village Clerk to deliver an executed contract to SAK Construction, 864 Hoff Road, O'Fallon, MO, 63366.

Section 3. This Resolution shall be effective immediately upon its adoption.

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

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

The Mayor thereupon declared the Resolution duly passed and adopted this _____ day of DECEMBER, 2024.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY WYNN, VILLAGE CLERK

REVIEWED AS TO FORM AND LEGAL SUFFICIENCY

BY: _____
CHRISTY GODDEAU, VILLAGE ATTORNEY

**PROJECT WORK AUTHORIZATION NO. SAK-U05 WITH SAK CONSTRUCTION
LLC FOR LINING OF GRAVITY SEWER LINES**

This Project Work Authorization No. SAK-U05 is made as of the _____ day of _____, 2025, by and between the **Village of Palm Springs**, 226 Cypress Lane, Palm Springs, Florida 33461-1699, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the “Village”, and **SAK Construction, LLC.**, , O’Fallon, MO 63366, a corporation authorized to do business in the State of Florida, hereinafter referred to as the “Contractor”.

1.0 Project Description:

The Utilities Department has identified a need to “line” gravity sewer lines within the Village utility system.

The Village desires the Contractor to line the following linear feet of gravity sewer lines:

1. 5,438’ of 8” to 12” line

The Village desires the Contractor to rehabilitate 21 manholes totaling the following linear feet:

1. 263’

2.0 Scope

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

3.0 Schedule

The services to be provided under this Project Work Authorization shall be completed within ninety (90) calendar days from the Village’s issuance of a Notice to Proceed.

4.0 Compensation

This Project Work Authorization is issued for a not to exceed price in the amount of \$276,606.00. The attached proposal identifies all costs and expenses included in the not to exceed amount.

5.0 Authorization

This Project Work Authorization is issued pursuant to the Agreement for Trenchless Rehabilitation Services between the Village and the Contractor, dated January 12, 2023. If there are any conflicts between the terms and conditions of this Project Work Authorization and the Agreement, the terms and conditions of the Agreement shall prevail.

THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Village and Contractor have caused this Project Work Authorization No. 5 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

CONTRACTOR: SAK Construction LLC.

By: _____

Print Name: _____

Title:

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025 by _____, as _____ of SAK Construction, LLC., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

Print Name: _____
My commission expires: _____



SAK™

Pipeline Infrastructure. Solved.™

636.385.1000 *tel*
636.385.1100 *fax*

864 Hoff Road
O'Fallon, MO 63366

www.sakcon.com

November 7, 2024

Mr. Lazaro Farrey
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461-1699

Subject: Proposed FY25 CIPP Lining for Village of Palm Springs, using OMNIA Partners
Contract #R220402 – Revision #2 deleting 4 of 5 segments & MHs on Map 43

SAK Construction, LLC is pleased to present you with the following proposal to renew sanitary sewer mains and associated manhole structures for the Village of Palm Springs Utility Department (Village). This proposal is based on completing the scope of work on maps 21, 43, 52 and 53 which is 5,438 LF of 8" sanitary sewer, plus the 21 manholes included in those segments which totals approximately 263 VF of manhole rehab.

The segments to be lined are highlighted in **yellow** and the manholes are circled in **black** on the included maps. The proposal is based on the Village, already a current member of OMNIA Partners, utilizing SAK Construction's Contract #R220402 for "Trenchless Technology Rehabilitation and Related Items and Services," which was competitively bid, and awarded to SAK. This proposal includes unit pricing for installing cured-in-place pipe (CIPP) and performing manhole rehabilitation, and as allowed for in the OMNIA bid documents, based on your anticipated budget spend, SAK is extending discounted scope unit pricing where possible to the Village, as shown in the pricing summary below.

OMNIA Item	Work Description	Qty	UOM	OMNIA Price	Price based on Scope	Extended Price
OMNIA Section A: Part 1 - CIPP Lining						
2	CIPP Installation 8" x 4.5mm	5,438	LF	\$44.00	\$34.50	\$187,611.00
30	Internal Reconnection of Service Connection	63	EA	\$360.00	\$0.00	\$0.00
OMNIA Section A: Part 2 - Clean/TV & Evaluation for Gravity Sewers associated with the CIPP						
32	6"-12" Clean & TV Sewer	5,438	LF	\$6.60	\$5.00	\$27,190.00
37	6"-15" Post TV Inspection after Rehabilitation	5,438	LF	\$3.00	\$0.00	\$0.00
43	Trim Protruding Service Laterals (Other Remote...)	0	EA	\$1,650.00	\$400.00	\$0.00
OMNIA Section E: Manhole & Structure Rehabilitation						
119	MH Rehab (Std 4-ft Diam.) 1/2" Calcium Aluminate	263	VF	\$276.00	\$235.00	\$61,805.00
TOTAL PRICE						\$276,606.00

To summarize, SAK will clean and televise the 5,348 LF of 8" footage, then install and cure the 8" x 4.5mm CIPP in the 8" diameter sewer segments, internally reinstate service laterals, and post televise the rehabilitated sewer lines. The pricing per foot under **Price based on Scope** for the CIPP installations shown of \$34.50 includes the internal service lateral reinstatement cost after the CIPP is cured, as well as the post tv inspection cost. During cleaning & televising, if any service lateral connections are found to protrude into the main, preventing the installation of the CIPP, they will need to be mechanically trimmed back by SAK to the pipe wall at a cost of \$400.00 each. There is no quantity in the table above for protruding service laterals, as the line item is only there to establish the cost if any are found during the cleaning & televising process.



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636.385.1000 *tel*
636.385.1100 *fax*
864 Hoff Road
O'Fallon, MO 63366
www.sakcon.com

The 21 identified manholes will be rehabilitated with Sewpercoat 100% pure-fused Calcium Aluminate mortar with minimum manufacturer required ½-inch thickness from ring to floor including bench.

INCLUSIONS:

- Pipeline cleaning, televising and service connection identification.
- CIPP installation as specified in ASTM F1216 and internal service lateral reinstatement.
- All CIPP work within street right of way (or within 25 feet).
- Traffic control included in the above pricing is for signage and cones only.
- CCTV acceptance inspection DVD.
- Manhole work includes 1) repairs & build-out of excessive surface loss; 2) repairs to infiltration; 3) rebuild floor bench & channels; 4) Sewpercoat application at minimum ½-inch thickness to walls from ring to floor including bench.
- One (1) mobilization is included in the above pricing.
- One (1) year standard construction warranty on materials and workmanship upon acceptance of completed work.

EXCLUSIONS:

- Any special insurance required (i.e., Railroad protective insurance).
- Permits.
- Access to the manholes and sewer mains to be rehabilitated. Should any of the manholes be buried, it will be the Owner's responsibility to uncover them for access.
- Heavy cleaning.
- Access to hydrants for water within 500 feet of the installation point.
- Point repairs.
- Heavy traffic control beyond signage and cones. Flagmen, arrow boards and traffic control permits are not included.
- 3rd party CIPP testing (SAK performs internal quality testing).
- Performance and payment bonds.

PAYMENT TERMS:

- Net 30 days after receipt of an invoice.
- Partial monthly payments will be requested.
- Final payment in full within 30 days of completion of SAK work.

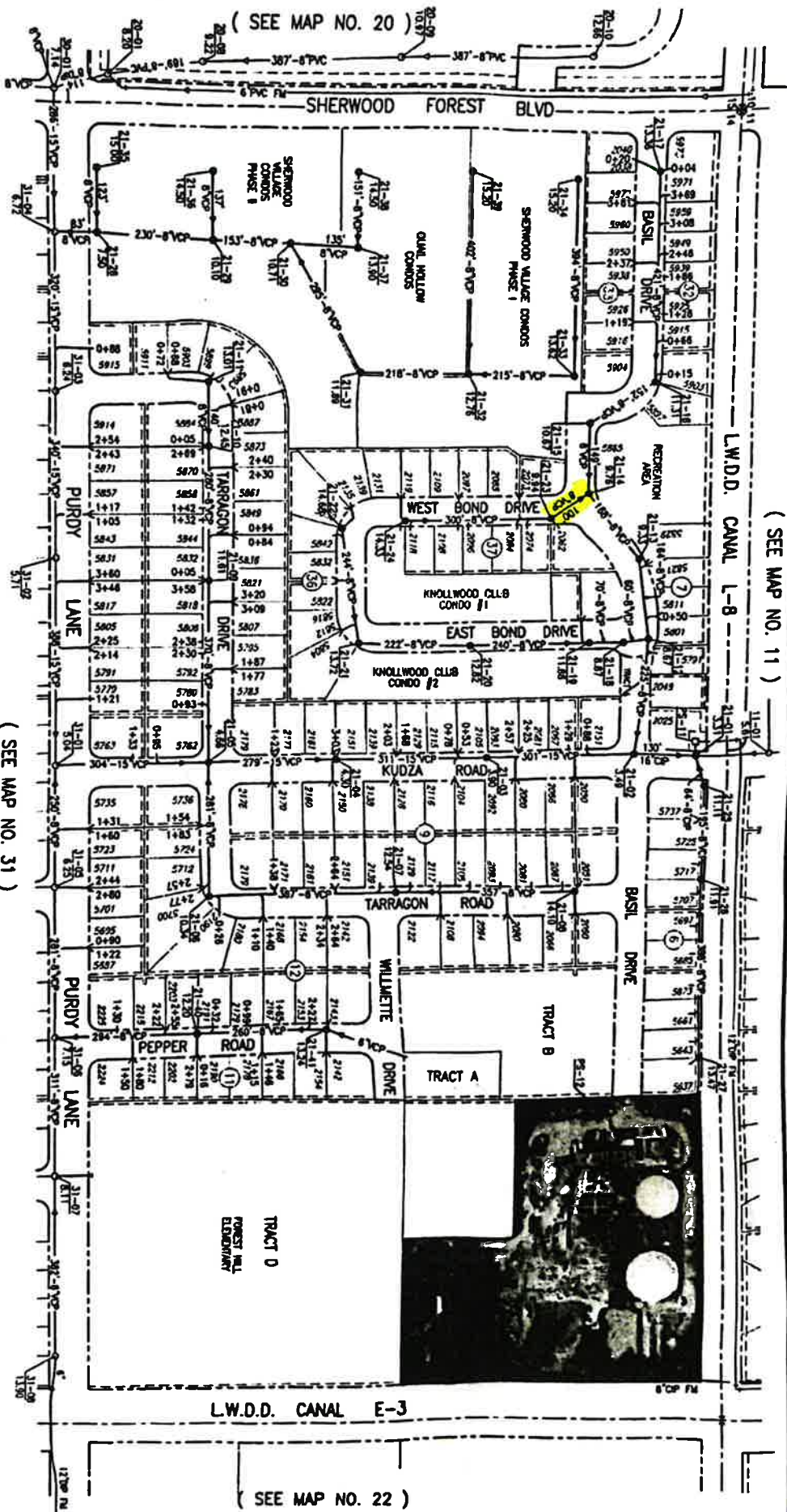
We look forward to hearing back from you on this proposal and appreciate the opportunity to work for the Village of Palm Springs Utility Department again.

Respectfully,

Charlie Kuhnmuensch
Vice President Business Development

SEWER LAYING PROPOSAL F/V 2025

(SEE MAP NO. 11)



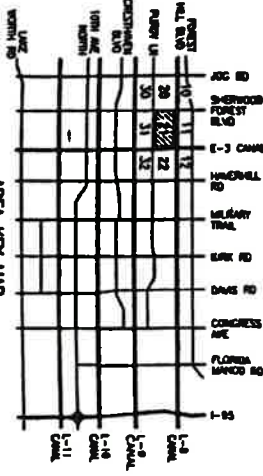
(SEE MAP NO. 20)

(SEE MAP NO. 22)

(SEE MAP NO. 31)

REMARKS:

SANITARY SEWER DATA									
Pipe Size	2"	8"	8"	12"	15"	18"	TOTALS		
Pipe Type	PVC	CP	CP	WCP	WCP	CP	771	0	0
Quantity	308	375	80	WCP	CP	771	0	0	0
Quantity Length	256	7608	1195	130	0.282	0	0	0	0
No. of Manholes	0	0	0	0	0	0	0	0	41



AREA KEY MAP

NORTH
SCALE: 1"=100'

DATE: 11/11/2024	BY: J. L. LAM
PROJECT: 21	MAP NO. 21

Ivana - Public Works

(SEE MAP NO. 33)

(SEE MAP NO. 44)

SANITARY SEWER DATA							
PIPE SIZE	4"	6"	8"	8"	10"		TOTALS
F.I. TYPE		CP	CAP				
GROWTH TYPE	PVC		VCP	VCP			1770
F.M. LENGTH	180	1560					1740
GROWTH LENGTH	228	4109	7568	728			12631
NO. OF VALVES	0	0	0				0
NO. OF MANHOLES							48

Forest Hill Blvd
Mount St
Chestnut Blvd
19th Ave
18th St
17th St
16th St
15th St
14th St
13th St
12th St
11th St
10th St
9th St
8th St
7th St
6th St
5th St
4th St
3rd St
2nd St
1st St

Lark St
North St
Church St
Divisadero St

101-102

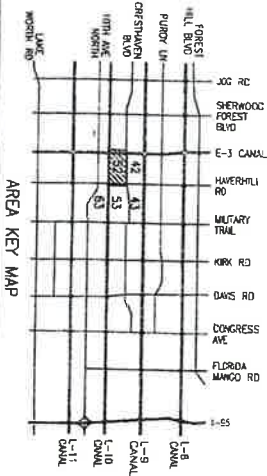
AREA KEY MAP

100% COTTON 	100% COTTON 
--	--


 NORTH
 SCALE : 1"=100'

REMARKS :

SANITARY SEWER DATA									
PIPE SIZE	2"	3"	4"	6"	8"	10"	12"	15"	18"
F.M. TYPE	PVC	CIP	CIP	PVC	VCP				
GRANITY TYPE									
F.M. LENGTH	725	180	31	900	2853				
GRANITY LENGTH									
NO. OF VALVES	0	0							
NO. OF MANHOLES									14

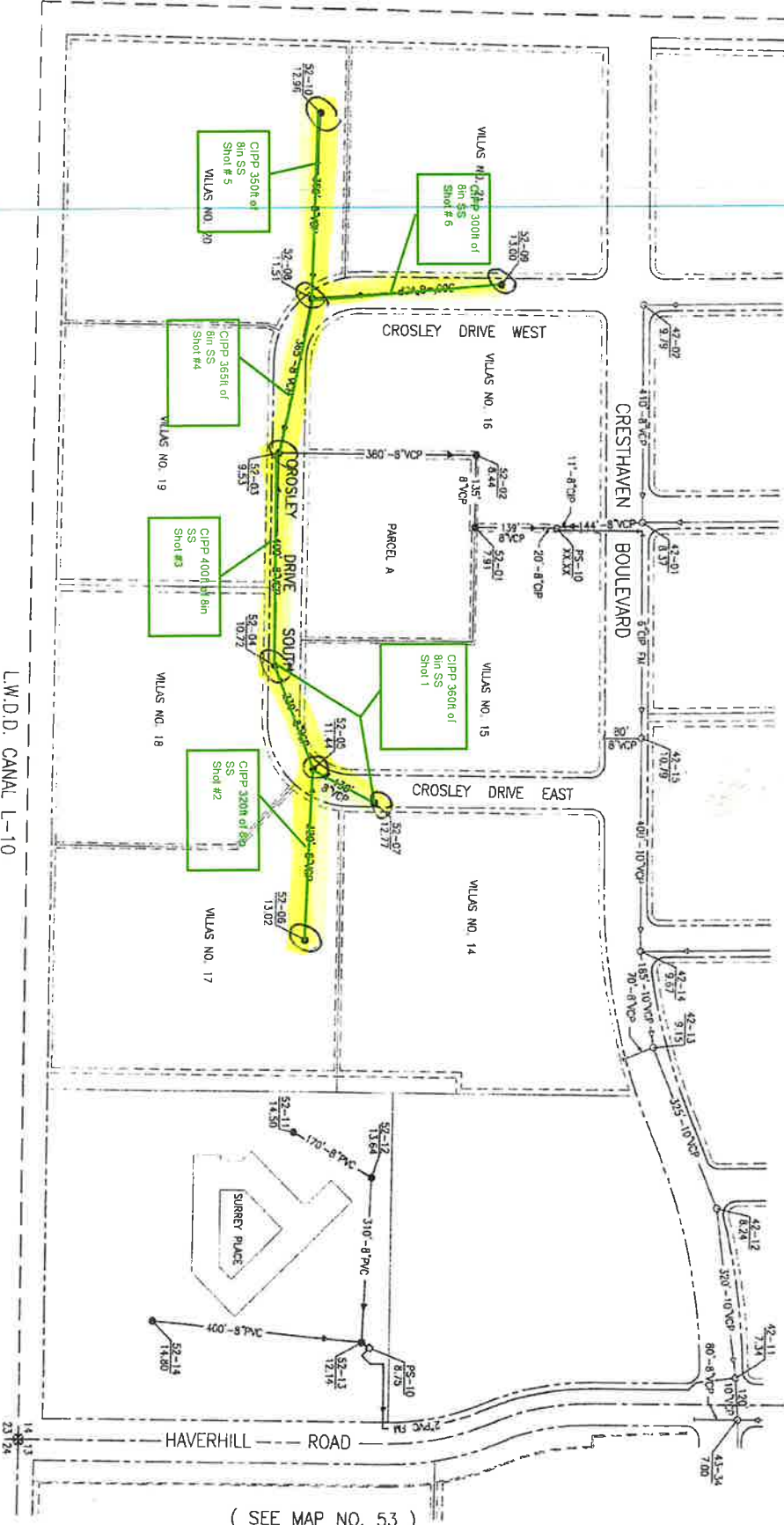


VERT SCALE  1"	AREA : 314,440 SQ. FT.
	DATE : FEB 14, 1991
	MAP NO. 52

NORTH
SCALE : 1"=100'

L.W.D.D. CANAL L-10

L.W.D.D. CANAL E-3



(SEE MAP NO. 42)

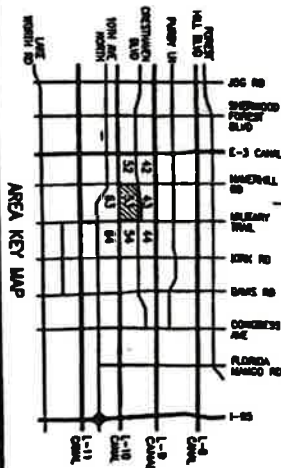
(SEE MAP NO. 53)

ECKLER ENGINEERING

REMARKS:

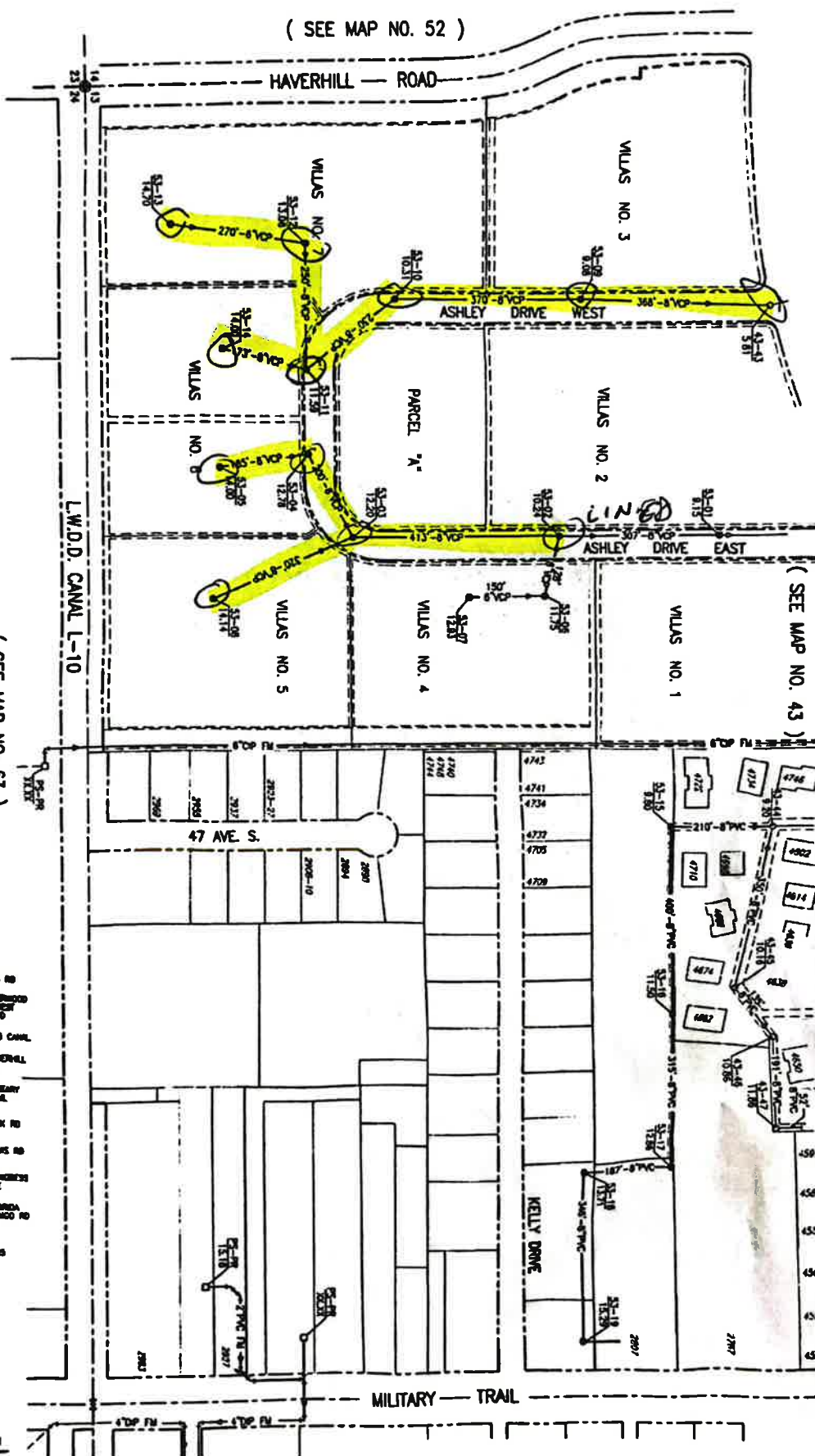
SANITARY SEWER DATA									
PIPE SIZE	2"	4"	6"	8"	10"	12"	14"	16"	TOTALS
PVC	0	0	0	0	0	0	0	0	0
CP	0	0	0	0	0	0	0	0	0
VC	0	0	0	0	0	0	0	0	0
PVC	0	0	0	0	0	0	0	0	0
VC	0	0	0	0	0	0	0	0	0
FL. LENGTH	370	170	1460	1458	3094	2000	3314	0	10
GRANITY LENGTH	0	0	0	0	0	0	0	0	0
NO. OF VALVES	0	0	0	0	0	0	0	0	0
NO. OF MANHOLES	0	0	0	0	0	0	0	0	0

(SEE MAP NO. 63)



DATE: 1/15/10	BY: J. ECKLER
SCALE: 1"=100'	MAP NO. 53

(SEE MAP NO. 52)



(SEE MAP NO. 43)

(SEE MAP NO. 54)

NORTH
SCALE: 1"=100'



Village of Palm Springs

Executive Brief

AGENDA DATE: December 12, 2024

DEPARTMENT: Utilities

ITEM #10: Resolution No. 2024-72 Equipment Purchase - Cooperative Purchase - Generac Power Systems, Inc. - Utilities Department (FY 2025 Budget Funded)

SUMMARY: The Utilities Staff needs to purchase two portable generators to support daily operational and potential emergency needs of the utility systems. Sourcewell completed a competitive selection process for Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services (RFP No. 092222 . in September 2022 and bid documents are on file in the Office of the Village Clerk.

Within the FY 2025 Budget, the Village Council approved the purchase of two (2) portable generators for \$195,000.00. Utilizing the Sourcewell contract, the staff were able to obtain a quote for \$116,477.83.

If approved, the Village would accept Generac's pricing by utilizing the Sourcewell cooperative purchasing contract, including all terms, conditions, and pricing. The term of the contract expires on November 22, 2026.

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

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

FISCAL IMPACT:

Funds to support this proposed equipment purchase are available within the FY 2025 Budget - Water & Sewer Enterprise Fund.

ATTACHMENTS:

1. Proposed Resolution No. 2024-72 for Cooperative Purchase Generac
2. Proposed Quote - Generac

RESOLUTION NO. 2024-72

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING THE COOPERATIVE PURCHASE OF TWO (2) PORTABLE GENERATORS FROM GENERAC POWER SYSTEMS, INC. UTILIZING SOURCEWELL (RFP #092222-ELECTRICAL ENERGY POWER GENERATION EQUIPMENT AND RELATED PARTS, SUPPLIES, AND SERVICES – AUGUST 4, 2022); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs must purchase two (2) portable generators to support the daily operational utility services and activities that provide for our community; and

WHEREAS, the Village request approval to purchase two (2) portable generators from Generac Power Systems, for an amount of \$116, 477.83; and

WHEREAS, to ensure the lowest possible price the Utilities department utilized a Cooperative Agreement using Sourcewell (RFP #092222 – Electrical Energy Power Generation Equipment and Related Parts, Supplies, and Services – August 4, 2022); and

WHEREAS, the Village Council approved the purchase of two (2) portable generators for an amount not to exceed for \$195,000.00 within the FY25. Funds to support this proposed purchase are available within the FY 2025 Budget - Water & Sewer Enterprise Fund; and

WHEREAS, under the Purchasing Code Section 58-8, the Village may participate in, sponsor, conduct, or administer a cooperative purchasing agreement; and

WHEREAS, the Village would accept Generac Power Systems pricing by utilizing the Sourcewell cooperative purchasing contract, including all terms, conditions, and pricing. The term of the contract will expire on November 22, 2026.

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

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

Section 2. The Village of Palm Springs hereby authorizes the cooperative purchase of two (2) portable Generators for the Utilities Department.

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

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

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

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

Job Name: Village of Palm Springs - Portable Sourcewell Contract #092222-GNR**Prepared For:** Village of Palm Springs**Project Rep:** Michael Bright**Contact:** Jordan Hales**Phone:** 954-956-9252**Email:** mbright@gensetservices.com**We are pleased to offer the following proposal:**

Quantity 2 - Generac Mobile diesel engine-driven generator set MDG100DF4, consisting of the following features and accessories:

- Trailered Unit
- 100KVA Rating, 60Hz
- 3-Position Voltage Selector Switch
 - 277/480VAC Three Phase
 - 120/208VAC Three Phase
 - 120/240VAC Single Phase
- Prime Duty Rating
- CSA
- Standard Alternator
- Variable Speed Cooling Fan
- Standard Run Single Wall Tank
- Single Axle
- Surge Brakes
- 2 in. Ball Hitch Adjustable
- Trailer Adapter, Flat 4 to Round 7 Spade
- Rear Stabilizer Jack
- 10 Amp Battery Charger
- 50 Ethylene Glycol/50 Water
- Connection Lugs
- Convenience Receptacles
- PM Voltage Regulator
- MDG100DF4

Quantity 2 – 20 ft #2 Cables

Quantity 2 - Freight to Genset

Quantity 2 - Commissioning at Genset with 1hr Load Bank

Quantity 2 – Delivery to County and Training



Sales & Service for Standby Engine Generators

Proposal#: 55503

Proposal Date: 11/04/2024

Valid Until: 12/04/2024

Total investments for the above equipment (not including any taxes):

\$ 116,477.83

Terms and Conditions:

30% deposit with order, balance before shipping. Other payment terms need to be approved by the credit department before a purchase order is accepted. Payment obligations are not dependent or contingent upon the manner in which purchaser may receive.

In the event of significant delay or price increase of material occurring during the performance of the contract through no fault of Genset, the contract sum, time of performance, and contract requirements shall be equitably adjusted by change order in accordance with the procedures of the contract documents.

Estimated Delivery: 6-10wks

FOB: jobsite installation and offloading by others unless included in the above BOM

Quoted Per: email from Jordan

Exceptions to the specifications: rev1 changed to quantity of 2



Sales & Service for Standby Engine Generators

Proposal#: 55503

Proposal Date: 11/04/2024

Valid Until: 12/04/2024

Customer Authorization:

(by signing below, I acknowledge that I have read and accept the Genset terms and conditions that follow).

Signature:

Print Name:

Title:

Date:

P.O.#:

Project Status

- ☐ Hold for Release
- ☐ Release to Manufacturer

Terms and Conditions

GENSET SERVICES SERVICE TERMS & CONDITIONS 1. Agreement and Order. The terms and conditions set forth below (the Terms and Conditions) and on Gensets proposal, quotation or order form attached hereto (collectively referred to as the "Proposal" and together with these Terms and Conditions, the Agreement) constitute the complete and exclusive statement of the terms of this transaction by and between Genset Services, Inc. (Genset) and the customer identified on the Proposal (the Customer) for the performance of the services specifically set forth on the Proposal (the Services). To the extent that the terms contained on the Proposal differ from the terms contained in these Terms and Conditions, the terms of the Proposal shall govern to the extent of such differences provided that Genset has executed the version of the Proposal containing such terms following the addition or inclusion of such terms. Genset shall have no obligation to perform other services not described on the Proposal, but Genset may provide other Services at Customers request, as and when needed pursuant to the Agreement. Any additional Services performed shall be subject to these Terms and Conditions 2. Parts. Genset shall furnish parts as necessary at Gensets then current scheduled price or on an exchange basis, regardless of when installed, and such parts shall either be new or equivalent to new in performance when used in Customers equipment. 3. Modification of Terms. No terms contained on any purchase order, service order, contract or other document prepared by or submitted to Genset by Customer or its agents, including modification of the terms contained on the Proposal and in these Terms and Conditions, shall be effective or bind Genset unless Genset agrees to such terms or requirements by executing and returning to Customer such purchase order, agreement or other document. Failure by Genset to respond in writing to Customer upon receipt of Genset of a purchase order or other agreement by Customer shall not be a waiver of the requirement that Genset agree in writing to any terms contained in a purchase order or other contract. All representations, promises, warranties or statements by any agent or employee of Genset that differ in any way from the Proposal as prepared by Genset or the Terms and Conditions in the Agreement shall be of no force or effect. No course of prior dealings between the parties and no usage of the trade shall be relevant to this transaction. Prices quoted on the Proposal are good for a period of thirty (30) days from the date of the Proposal, provided that prior to the execution of the Proposal by Customer and acceptance by Genset, prices are subject to change without notice. 4. Charges. Charges for the Services described on the Proposal are described thereon. Charges for on-call, unscheduled or additional Services requested by Customer, but not described on the reverse, shall be at the rates then published by Genset in writing. Customer shall be responsible for any parts and shipping charges for such parts ordered by Genset in order to perform the Services 5. Taxes. Quoted prices do not include any applicable sales, use, transfer, excise or other taxes, tariffs or custom duties unless required by federal, state or local law, in which case, the quoted price shall include only such items of sales, use, transfer, excise or other taxes, tariffs or custom duties as are required by federal, state or local law. Customer will pay directly or to Genset any such taxes, tariffs or duties levied upon the sale, transfer, import, or service or necessary components thereof unless Customer provides Genset with a valid tax exemption certificate. Genset shall provide Customer with any tax payment certificate upon request and after acceptance of the Services being provided hereunder and full payment to Genset. 6. Time of Performance. If performance of the Services is delayed through no fault of Genset, then the time for performance of the work shall be extended to the extent of such delay. Genset shall not be liable for any delays in performance directly or indirectly resulting from acts of Customer, its agents, employees, or subcontractors, or any other causes beyond the control of Genset. If any necessary components of the Services become unavailable, then Genset shall be released from any obligation to provide the specified materials which are unavailable and Customer agrees to pay Genset for any difference between the cost of the unavailable materials or equipment and the cost of any reasonably available substitute. The estimated date of performance indicated on the Proposal is subject to delay due to availability of necessary components, and Genset shall not be liable for any such delay. 7. Payment. Upon Customers execution and return of the Proposal, Customer must provide a deposit in the amount of 30% of the service fee contained in the Proposal unless some other amount is set forth on the Proposal. Unless otherwise set forth on the Proposal, the entire service fee, plus all applicable sales tax and other charges contained on the Proposal must be tendered by Customer to Genset within 2 days following notification by Genset to Customer that the Services are ready to be performed. In any case full and final payment must be made by Customer and received by Genset no later than two days prior to Genset performing the Services, and Genset shall have no obligation to perform the Services prior to receiving full and final payment. Customer is responsible for the payment of all registration fees, use tax or similar assessments and taxes which may be imposed upon the service or the sale, possession or use of any necessary parts or components. Customer hereby grants Genset a security interest in Customers generator and any parts installed by Genset until such time as Genset is actually paid in full, and Customer will assist Genset in any action necessary to perfect Gensets security interest, provided that Genset may prepare, file and record a UCC financing statement to evidence the security interest with no further notice to or consent by Customer. No parts or components furnished by Genset shall become a fixture by reason of being attached to real estate until payment in full has been received and acknowledged by Genset. Customer shall not be entitled to set-off any amounts due from Customer against any amount due to Genset in connection with this transaction. 8. Warranty; Limitation. (a) CUSTOMER ACKNOWLEDGES THAT THE ONLY WARRANTIES WITH RESPECT TO THE SERVICES ARE ANY APPLICABLE WARRANTIES OFFERED BY THE MANUFACTURER OF ANY NECESSARY PART OR COMPONENT THEREOF AND THAT GENSET MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, NOR DOES IT WARRANT THE MERCHANTABILITY OF THE COMPONENTS OR THAT THE COMPONENTS ARE FIT FOR A PARTICULAR PURPOSE. PARTS AND COMPONENTS ARE SOLD AND SERVICES PROVIDED BY GENSET TO PURCHASER AS IS WHERE IS AND WITH ALL FAULTS. (b) CUSTOMER ACKNOWLEDGES THAT IT HAS DECIDED TO CONTRACT FOR SERVICES BASED ON ITS OWN ASSESSMENT OF ITS NEEDS. CUSTOMER ACKNOWLEDGES AND AGREES THAT GENSET HAS NOT MADE ANY STATEMENTS OF FACT CONCERNING THE SERVICES, AND CUSTOMER HAS NOT RELIED UPON ANY STATEMENT BY GENSET IN DECIDING TO CONTRACT FOR THE SERVICES. (c) CUSTOMER IS SOLELY RESPONSIBLE FOR FOLLOWING ALL MANUFACTURER REQUIREMENTS WITH RESPECT TO THE EQUIPMENT ON WHICH THE SERVICES ARE PERFORMED. (d) Customer further agrees that in no event shall Genset's liability to Customer for damages of any nature exceed the amounts actually paid by Customer to Genset for the Services. 9. Access to Equipment; Performance of Services; Customer Obligations. (a) Genset's maintenance personnel shall have free access to the Customers Equipment for the purpose of providing Services. (b) During any Services provided pursuant to this Agreement as to the System, whether an interruption in electrical service is contemplated by Customer or Genset or not, as a matter of allocating between Customer and Genset the risks associated with an interruption in electrical services and/or taking the Customers equipment off line, Customer agrees to use its best efforts to fully and completely secure all or any part of any facility in which the equipment is located, as the case may be, for any and all safety issues that an electrical service interruption might give rise to, including but not limited to injury to building occupants, customers, invitees, or any third party and/or property damage, or work interruption, arising out of any event of repairs performed by Genset as to the equipment. Customer agrees with Genset that securing of the premises in order for Genset to perform its Services is a material and critical element of this Agreement and, prior to the performance of any Services under this Agreement, Customer will receive and execute with Genset a written Notification and Acknowledgement of Inspection and Warning (Notification) related to the Services provided herein. The Notification shall include Genset's estimate as to when interruption of electrical services may occur during the performance of its obligations under this Agreement. Customer further agrees that Genset shall have no liability to Customer or any third party for any estimate given in connection with potential interruptions in electrical services during the performance of Genset's obligations herein, it being acknowledged by Customer that Genset's Services are often affected by acts of third parties and/or components or elements of the System that do not allow for more specific and accurate estimates as to when an electrical service interruption may occur. 10. Damages. CUSTOMER AGREES THAT GENSET SHALL NOT BE LIABLE BEYOND THE REMEDIES EXPRESSLY SET FORTH HEREIN. GENSET SHALL NOT BE RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING IN ANY MANNER FROM THE GOODS, EQUIPMENT OR MATERIALS FURNISHED OR THE WORK PERFORMED PURSUANT TO THE AGREEMENT, WHETHER BASED ON BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, OR FOR THE LOSS OF PROFITS, REVENUES, OR OTHER LOSSES ARISING OUT OF ANY DEFAULT UNDER THIS AGREEMENT, EVEN IF GENSET SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. THE PRICE OF THE GOODS AND SERVICES PURCHASED BY CUSTOMER IS CONSIDERATION FOR LIMITING GENSET'S LIABILITY. GENSET'S LIABILITY FOR ANY CLAIM ASSERTED BY CUSTOMER, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, SHALL NOT EXCEED THE CONTRACT PRICE OF THE SERVICES HEREUNDER. NO ACTION OR SUIT TO ENFORCE RIGHTS OR REMEDIES ARISING FROM THIS TRANSACTION SHALL BE COMMENCED LATER THAN ONE YEAR FROM THE DATE OF GENSET'S LAST FURNISHING SERVICES UNDER THIS AGREEMENT. 11. Cancellation. Service Orders cannot be cancelled or after Customer signs and returns a Proposal which is accepted by Genset, except with Gensets written consent and subject to conditions then agreed upon which shall indemnify Genset against liability and expense incurred and commitments made by Genset. No materials or products provided in conjunction with the Services may be returned. 12. Indemnity. Customer represents and warrants that it is fully insured for any and all potential damages arising out of or in connection with the Services performed by or to be performed by Genset hereunder. Customer shall defend, indemnify and hold harmless Genset and its officers, directors, employees, agents, owners and affiliates, from and against any and all damages, costs, liability, and expense whatsoever (including attorneys' fees and related disbursements) incurred in whole or in part, directly or indirectly, by reason of: (a) any failure by Customer to perform any covenant or agreement of Customer set forth herein or the breach of any representations or warranties set forth herein; (b) death or bodily injury or loss of or damage to property which arising out of or in connection with the Services provided and any goods, parts or components provided; or (c) any acts of Customer or Customer's personnel; or (d) the unloading, installation, operation, storage or use by Customer of any goods provided by Genset or any other party or subsequent owner. The foregoing obligation shall survive the termination or expiration of this Contract. 13. Miscellaneous. In addition to the other terms and conditions, Customer and Genset further agree that the following shall also govern this Agreement: (a) Waivers. The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy under this Agreement. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances. (b) Governing Law; Construction. This Agreement is being delivered and performed in the State of Florida and shall be construed in accordance with, and governed by, the law of the State of Florida. Venue of any action related to this Agreement shall be placed in the courts of Broward County, Florida, exclusively. This Agreement, together with any other documents executed in conjunction with or pursuant to this Agreement shall not be construed against either Customer or Genset, regardless of which party drafted the Agreement. It is intended that this Agreement is the product of informed negotiations between both parties with full knowledge of the meaning of the terms and conditions hereto. (c) Enforcement. In connection with any action arising out of this Agreement, or in any way relating to the transactions contemplated hereby, the prevailing party in such action shall be entitled to recover from the non-prevailing party all court costs and expenses of litigation, including attorneys fees, court costs, costs of investigation, accounting and other costs reasonably related to the litigation, including, without limitation, all attorneys fees and costs subsequent to entry of any judgment on behalf of the prevailing party, on appeal; in connection with any bankruptcy proceedings, or in any alternative dispute resolution proceedings. THE PARTIES TO THIS AGREEMENT HEREBY WAIVE, WITHOUT EXCEPTION, ANY RIGHT TO JURY TRIAL RELATED TO ANY ISSUE OR MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. (d) Successors and Assigns. All of the terms and conditions of this Agreement, and the rights and obligations of the parties hereunder, shall be binding upon and shall inure to the benefit of the respective heirs, personal representatives, and permitted successors and assigns of the parties hereto. This Agreement does not confer upon or give to any person other than the parties any rights or benefits hereunder. (e) Entire Agreement. This Agreement, any Agreements referenced herein and exhibits attached hereto constitute the entire Agreement and understanding of the parties with respect to the transactions contemplated hereby as an exclusive statement and incorporate and supercede all prior and contemporaneous negotiations, agreements and understandings related to the subject matter hereof. This Agreement, referenced Agreements, and exhibits may not be amended, terminated or otherwise modified, except by a written instrument executed by all of the parties to be bound thereby. (f) Notice. Subject to written notice of change of address, any notice, request, instruction, or other document to be given under this Agreement by any party to any other party shall be in writing, signed by or on behalf of the party giving notice, and shall be deemed to have been given on the earlier to occur of: (1) the date of actual performance; or (2) five (5) days after the date on which such notice is mailed by United States Mail, postage prepaid to each party at the addresses listed below; or (3) the date of electronic facsimile transmission that is verified by the issuance of a successful facsimile transmission report at the facsimile telephone number for the receiving party, which is currently on file with the sending party; or (4) the business day following the day on which such notice is sent by any next day or overnight delivery service to each party at the address listed below. If to Customer: To the address and contact person identified on the Proposal. If to Genset: Genset Services, Inc., 3100 Gateway Drive, Pompano Beach, FL 33069 Genset shall not be in default of any of its obligations hereunder unless Customer provides Genset with seven (7) days written notice of default and specifying the action required to cure the default and Genset fails to cure such default.



Village of Palm Springs

Executive Brief

AGENDA DATE: December 12, 2024

DEPARTMENT: Utilities

ITEM #11: RL Pratt Water Treatment Plant SCADA System Improvements project award (Task Order No. 266) - ITB No. 2025B-001 – Utilities Department (FY 2025 Budget Funded – Water & Sewer Enterprise Fund) - Florida Design Contractors, LLC.

SUMMARY: The existing SCADA system, servers, workstation, and software at The RL Pratt Water Treatment Plant will be approaching seven (7) years of age and are outdated. It is recommended to upgrade the current SCADA system, computers and software as part of this upgrade to provide for an operational system moving forward with current technology. This project proposes to integrate the existing control system into the existing SCADA system to match the SCADA System Improvements previously completed at the Main Water Treatment Plant. This project will include networking and incorporation of the onsite control systems at RL Pratt Water Treatment Plant.

To ensure the lowest possible price for this project, the Village issued an Invitation to Bid (ITB) on October 3, 2024, for the RL Pratt Water Treatment Plant SCADA System Improvements. This process was completed by the Village through a competitive selection process - RL Pratt Water Treatment Plant SCADA System Improvements (ITB No. 2025B-001) on November 18, 2024.

Within the FY 2025 Budget – Water & Sewer Enterprise Fund and the Capital Improvement Plan (CIP), the Village approved \$1,330,000.00 (Task Order No. 226) RL Pratt Water Treatment Plant SCADA System Improvements. 2 bid proposals were received.

<u>Vendor</u>	<u>Total Bid</u>
Reveere Control Systems, LLC	\$1,472,772.00
Florida Design Contractors, LLC	\$1,310,180.00

After reviewing the 2 bids received, the Utilities Director, Assistant Utilities Director, Utilities Project Manager, the Village Attorney, and the Village's Consulting Engineer, CHA, determined that Florida Design Contractors, LLC provided the lowest responsible and responsive bid. As a result, the staff is recommending that the Council award this proposed contract (Task Order No. 226) to Florida Design Contractors, LLC for the amount \$1,310,180.00.

The project will take approximately 270 days to complete following the Notice to Proceed from the Village.

The proposed agreement was prepared by the Village Attorney and reviewed by the Utilities Director, Assistant Utilities Director, the Utilities Project Manager, and the Finance Director.

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

FISCAL IMPACT:

Funding to support the proposed RL Pratt Water Treatment Plant SCADA System Improvements is available within the FY 2025 Budget account 41336-56300 – Water & Sewer Enterprise Fund. The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and/or services over the term of this contract.

ATTACHMENTS:

1. Resolution No. 2024-77 Florida Design Contractors - ITB No. 2025B-0001
2. ITB No. 2025B-001 - R.L. Pratt SCADA System Upgrades
3. Addendum No. 1 - ITB #2025B-001 R.L. Pratt SCADA Upgrades
4. Tabulation Sheet - ITB #2025B-001 R. L. Pratt Plant SCADA Upgrades
5. Engineers Letter of Recommendation - ITB 2025B-01-Pratt SCADA
6. Bid Submittal - ITB 2025B-001-FI Design Contractors-RL Pratt SCADA Upgrades
7. Proposed Agreement - FI Design Contractors LLC-RL Pratt SCADA Upgrades
8. Fiscal Impact Statement - RL Pratt SCADA Upgrades-ITB2025B-001

RESOLUTION NO. 2024-77

A RESOLUTION OF THE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, TO APPROVE AN AGREEMENT WITH FLORIDA DESIGN CONTRACTORS, LLC. FOR AN AMOUNT NOT TO EXCEED \$1,310,180.00 TO UPGRADE THE CURRENT SCADA SYSTEM, COMPUTERS AND SOFTWARE AS PART OF THIS UPGRADE TO PROVIDE FOR AN OPERATIONAL SYSTEM MOVING FORWARD WITH CURRENT TECHNOLOGY, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs must upgrade the current SCADA system, computers and software as part of this upgrade to provide for an operational system moving forward with current technology; and

WHEREAS, the Utilities Department advertised ITB No. 2025B-001 - (TO No. 226) - in the Lake Worth Herald, on October 3, 2024, and also posted on DemandStar; and

WHEREAS, Florida Design Contractors, located at 1326 South Killian Drive, West Palm Beach, FL 33403, submitted a proposal November 18, 2024, to upgrade the current SCADA system, computers and software as part of this upgrade to provide for an operational system moving forward with current technology; and

WHEREAS, the Village's Engineer, CHA, and staff have reviewed and considered the proposal from Florida Design Contractors, and find that it is in the Village's best interest to approve the agreement.

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

Section 1: The Village of Palm Springs approves the agreement with Florida Design Contractors, LLC (TO No. 226) in the amount not to exceed \$1,310,180.00 for upgrade the current SCADA system, computers and software as part of this upgrade to provide for an operational system moving forward with current technology. Funding is available from Account Number 41336-56300 (Water & Sewer Enterprise Fund).

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 12th day of December 2024.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY BY:

BY: _____
CHRISTY GODDEAU, VILLAGE ATTORNEY

CONTRACT BID DOCUMENTS

SCADA System Upgrades RL Pratt WTP

ITB NO. 2025B-001



VILLAGE OF PALM SPRINGS FLORIDA

FOR INFORMATION REGARDING THIS PROJECT CONTACT:



4700 Riverside Drive, Suite 110 • Coral Springs, FL. 33067
PH. (954) 510-4700

BID SPECIFICATIONS

PROJECT NO: 001253.000
(400-093.01)

DATE: April 15th, 2024

CONTRACT DOCUMENTS
for the construction of the
SCADA SYSTEM UPGRADES
R.L. PRATT WATER TREATMENT PLANT
for the
VILLAGE OF PALM SPRINGS

* * * * *

CONSISTING OF:
BIDDING REQUIREMENTS
CONTRACT FORMS
CONDITIONS OF THE CONTRACT
DRAWINGS/SPECIFICATIONS

* * * * *

CHA CONSULTING, INC.
4700 Riverside Drive, Suite 110
Coral Springs, Florida 33067
Registry No. 28386

April 15, 2024

CHA Project No. 001253.000
(EEI Legacy Project No. 400-093.01)

CHA Consulting, Inc.
4700 Riverside Drive, Suite 110
Coral Springs, FL. 33067
Registry # 28386

Douglas K. Hammann, P.E., 50589
General, Civil, Process

C & W Engineering, Inc.
6903 Vista Parkway North, #10
West Palm Beach, FL. 33411
Registry # 33315

Michael A. Guida, P.E., 60755
Electrical

SECTION 00020

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PART 1



BIDDING REQUIREMENTS

**VILLAGE OF PALM SPRINGS
PALM SPRINGS, FL
ITB NO. 2025B-001
R. L. PRATT WATER TREATMENT PLANT SCADA SYSTEM UPGRADE**

ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of the **R. L. Pratt Water Treatment Plant SCADA System Upgrades, 2025B-001** must be received, by the **Village of Palm Springs, via online submission on Demandstar.com**, until **2:00 PM** local time on **Thursday, November 13th, 2024**. At **2:30 PM** all Bids received will be publicly opened and read. The Project consists of furnishing all labor, equipment and material for the R.L. Pratt Water Treatment Plant SCADA System Upgrades as described by the Drawings and Specifications **which will be provided once a fully executed Non-Disclosure Agreement is completed**.

Generally, the work includes minor demolition, installation of new Control panels and SCADA Computers, network improvements, SCADA Software upgrades, programming, electrical, site restoration and all other incidentals as indicated by the drawings and specifications or as required to properly complete the project as planned.

Bidding Documents may be viewed and downloaded online via DemandStar - <http://www.demandstar.com>.

Bidders must submit their responses electronically via DemandStar – <http://www.demandstar.com>.

A virtual pre-bid conference will be held at **2:00PM** local time on **Tuesday, October 15, 2024**, via Microsoft Teams. Attendance at the pre-bid conference **is not** mandatory.

Non-Mandatory Pre-Bid Conference - Tuesday, October 15, 2024, at 2:00PM

Participants can use their telephone or computer mic & speakers (VoIP)

- Registration: <https://events.gcc.teams.microsoft.com/event/ed1d8e01-6a36-4ff1-a09b-fe3896894b23@20801dc8-57d4-4c4b-b981-92be4d50e21c>
 - Meeting ID: 281 855 993 380
 - Passcode: XF2XyK

Deadline for Non-Disclosure Agreement to release the Drawings and Specifications due Friday, October 25, 2024, at 4:00PM

Bid Opening – Wednesday, November 13th, 2024, at 2:30PM

Participants can use their telephone or computer mic & speakers (VoIP)

- Registration: <https://events.gcc.teams.microsoft.com/event/edc9cce0-864c-4f54-9b2c-254fd8017798@20801dc8-57d4-4c4b-b981-92be4d50e21c>
- Meeting ID: 293 665 462 229
- Passcode: wjVgjn

Bid security shall be furnished in accordance with the Instructions to Bidders.

Any questions regarding the specifications and Solicitation process must be submitted in writing to the Procurement Manager at procurement@vpsfl.org. Questions and requests for clarification and additional information must be received prior to the Deadline for Submission of Questions on **Friday, October 25th, 2024**, AT 5:00 PM local time.

Pursuant to Section 2-355 of Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the Village of Palm Springs, all Solicitations, once advertised, are under the "Cone of Silence" until the appropriate authority has approved an award recommendation, rejected all responses or some other action by the Village to end the selection process. This limits and requires documentation of communications between potential Bidders and/or Bidders on Village Solicitations, the Village's professional staff, and the Village Council members.

Owner: **Village of Palm Springs**

Date: **Thursday, October 3rd, 2024**

Publication: Palm Beach Post, DemandStar, and Village of Palm Springs website

+ + END OF ADVERTISEMENT FOR BIDS + +

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ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office* – The office from which the Bidding Documents are to be issued.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid. **Section 00458 NDA must be completed prior to Bidder receiving the Bid Documents.**

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit with its Bid (a) written evidence establishing its qualifications such as financial data, previous experience, present commitments, and other such information as may be called for in Section 00451, and (b) the following additional information:

A. Evidence of Bidder's authority to do business in the State of Florida.

B. State of Florida General Contractor license number.

C. Subcontractor and Supplier qualification information [coordinate with provisions of Article 12 of these Instructions, "Subcontractors, Suppliers, and Others."]

D. Provide a minimum of five (5) similar projects which have been completed within the past ten (10) years per Section 00451 - Bidder Qualifications Questionnaire, Article 11, including project description, final project cost, owner's name, address, and phone number. A similar project shall be defined as Water and/or Wastewater treatment facility SCADA project of similar complexity, scale, and scope.

E. Current Certificate of Insurance per the requirements of Section 00520 - Agreement, Article 10.10.

3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER’S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 *Existing Site Conditions*

- A. Subsurface and Physical Conditions; Hazardous Environmental Conditions
 - 1. The Supplementary Conditions identify:
 - a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site, if any.
 - b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any.
 - 2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
 - 3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
- B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or adjacent to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.
- C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

- A. On request, the Owner will provide the Bidder access to the Site visit during normal working hours. Bidder shall not disturb any ongoing operations at the Site.
- B. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations,

investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.

- C. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- D. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.
- E. Bidder shall not disturb any ongoing operations at the Site.
- F. **Bidder's completed NDA shall cover photos, notes, sketches and similar from project site visits.**

ARTICLE 5 – BIDDER'S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;
- E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – PRE-BID CONFERENCE

- 6.01 A pre-Bid conference will be held at the time and location stated in the invitation or advertisement to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Owner will transmit to all prospective Bidders of record such Addenda as Owner and Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Owner in writing to the email address stated in the invitation or advertisement to bid. Interpretations or clarifications considered necessary by Owner or Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of

the Contract or 121 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be substantially completed, and completed and ready for final payment, are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 11.01 Not used.
- 11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.
- 12.03 Unless otherwise required to be submitted with the Bid, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers for which such identification is required.

Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

- 12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity

so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership’s address for receiving notices shall be shown.
- 13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm’s address for receiving notices shall be shown.
- 13.05 A Bid by an individual shall show the Bidder’s name and address for receiving notices.
- 13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture’s address for receiving notices shall be shown.
- 13.07 All names shall be printed in ink below the signatures.
- 13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.10 The Bid shall contain evidence of Bidder’s authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder’s state contractor license number, if any, shall also be shown on the Bid Form.
- 13.11 ***COPIES OF THE BID DOCUMENTS ARE ONLY AVAILABLE AFTER THE VILLAGE HAS RECEIVED A FULLY EXECUTED CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT.***

ARTICLE 14 – BASIS OF BID

- 14.01 *Lump Sum*
- A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

14.02 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The “Bid Price” (sometimes referred to as the extended price) for each unit price Bid item will be the product of the “Estimated Quantity” (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding “Bid Unit Price” offered by the Bidder. The total of all unit price Bid items will be the sum of these “Bid Prices”; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.03 *Allowances*

- A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.
- 15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents.
- 15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.
- 15.04 By submitting a Bid, Bidder acknowledges that Bidder has reviewed the terms of the Agreement included as part of the bid package and represents that, if awarded the contract, Bidder is prepared to enter into an Agreement with the Village in substantially the same form.
- 15.05 The following documents shall be submitted with and made a part of the Bid:
 - Section 00400 Bid Submission checklist
 - Section 00410 Bid Form
 - Section 00430 Bid Bond, complete with Power of Attorney
 - Section 00431 Tabulation of Subcontractor and Suppliers
 - Section 00440 Florida Trench Safety Act Certification
 - Section 00451 Qualifications Statement
 - Section 00452 Bidder’s Statement of Disputes, Litigation, Arbitration, and Surety Completion
 - Section 00453 Non-collusion Affidavit
 - Section 00454 Drug-Free Workplace Certificate
 - Section 00455 Sworn Statement on Public Entity Crimes

Section 00456 Scrutinized Companies Certification Form
Section 00457 Vendor Conflict of Interest Disclosure Statement
Section 00458 Confidentiality and Non-Disclosure Agreement
Section 00459 Affidavit of Compliance with Anti-Human Trafficking Laws
Current Certificate of Insurance
E-Verify form

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.
- 19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- 19.03 Evaluation of Bids

- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner shall announce to all bidders a “Base Bid plus alternates” budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.
- 19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 20 – BONDS AND INSURANCE

- 20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner’s requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF AGREEMENT

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 22 – SALES AND USE TAXES

- 22.01 CONTRACTOR is responsible for all sales and use taxes applicable to this project.

SECTION 00400

BID SUBMISSION CHECKLIST

Project Name: SCADA SYSTEM UPGRADES RL PRATT WATER TREATMENT PLANT

Bid Number: 2025B-001

Bidder's Name: _____

The following items must be submitted in the following order with your bid:

1. ___ Completed Section 00400 - Bid Submission Checklist.
2. ___ Completed Section 00410 - Bid Form.
3. ___ Completed Section 00430 - Bid Bond, complete with Power of Attorney.
4. ___ Completed Section 00431 – Tabulation of Subcontractors and Suppliers.
5. ___ Completed Section 00440 – Florida Trench Safety Act Certification.
6. ___ Completed Section 00451 – Qualifications Statement.
 - a. ___ Affidavit from Bonding Company.
7. ___ Completed Section 00452 – Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion – Last Three (3) Years
8. ___ Completed Section 00453 - Non-Collusion 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 Certification Form.
12. ___ Completed Section 00457 – Vendor Conflict of Interest Disclosure Statement.
13. ___ Completed Section 00458 Confidentiality and Non-Disclosure Agreement
14. ___ Completed Section 00459 Affidavit of Compliance with Anti-Human Trafficking Laws.
15. ___ Provide requested bidder qualification information per Section 00200 - Instructions to Bidders, Article 3.1.
16. ___ Completed E-Verify Document.

17. ___ Current insurance certificate showing that bidder can meet the insurance requirements per Specification Section 00815 - Supplementary Conditions, Article SC-5.04 and SC-5.06, A.
18. ___ Signed copy of all Addenda.

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

END OF SECTION

BID FORM

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

VILLAGE OF PALM SPRINGS

C/O Kimberly Wynn, Village Clerk

226 Cypress Lane, Palm Springs, FL 33461

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.

Addendum, Date

_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Not used.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

LUMP SUM BID

Lump Sum Bid Price	\$
Lump Sum Contingency Allowance	\$75,000.00

Total of All Lump Sums

\$ _____

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within **270** 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 **60** calendar days after the date of Substantial Completion (estimated at 330 calendar days after the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Contractor's License No.: [REDACTED] [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - G. Required Bidder Qualification Statement with supporting data; and
 - H. Documentation per Section 00200 – Instructions to Bidders, page 8, Article 15.04.

ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL

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

By:

[Signature] _____

[Printed name]

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Printed name]

Title:

Submittal Date:

Address for giving notices:

Telephone Number:

Fax Number:

Contact Name and e-mail address:

Bidder's License No.:

(where applicable)

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

BID BOND

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

BIDDER (*Name and Address*):

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

OWNER (*Name and Address*):

Village of Palm Springs
226 Cypress Lane
Palm Springs Fl. 33461

BID

Bid Due Date:

Description *SCADA System Upgrades RL Pratt Water Treatment Plant, Palm Springs, FL.:*

BOND

Bond Number:

Date:

Penal sum

\$

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

(Seal)

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

Signature

By:

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest:

Signature

Attest:

Signature

Title

Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SECTION 00431
TABULATION OF SUBCONTRACTORS AND SUPPLIERS

The Undersigned states that the following is a full and complete list of the proposed subcontractors and suppliers on this Project and the class of work to be performed by each and that such list will not be added to nor altered without written consent to the Owner through the Engineer.

	<u>SUBCONTRACTOR OR SUPPLIER AND ADDRESS</u>	<u>CLASS OF WORK OR MATERIAL</u>
(1)	_____ _____	_____
(2)	_____ _____	_____
(3)	_____ _____	_____
(4)	_____ _____	_____
(5)	_____ _____	_____
(6)	_____ _____	_____
(7)	_____ _____	_____

BIDDER:_____

By:_____

Name:_____

Title:_____

Date:_____

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:

	<u>Cost</u>
1. Trench Safety Act Compliance	\$ _____
2. Special Shoring	\$ _____

Identify method of compliance for Item #1: _____

Identify or attach a copy of Special Shoring Requirements for Item #2: _____

The undersigned certifies that he/she is the Contractor who will perform the trench excavation for this project and hereby gives written assurance that Contractor will comply with the applicable trench safety standards specifically set forth in Florida's Trench Safety Act (90-96, Laws of Florida).

BIDDER: _____

By: _____

Name: _____

Title: _____

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT
PERMITTED BY LAWS AND REGULATIONS

1. SUBMITTED BY:

Official Name of Firm:

Address:

2. SUBMITTED TO:

3. SUBMITTED FOR:

Owner:

Project Name:

TYPE OF WORK:

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person:

Title:

Phone:

Email:

5. AFFILIATED COMPANIES:

Name:

Address:

6. TYPE OF ORGANIZATION:

☐ SOLE PROPRIETORSHIP

Name of Owner:

Doing Business As:

Date of Organization:

☐ PARTNERSHIP

Date of Organization:

Type of Partnership:

Name of General Partner(s):

☐ CORPORATION

State of Organization:

Date of Organization:

Executive Officers:

- President:

- Vice President(s):

- Treasurer:

- Secretary:

☐ LIMITED LIABILITY COMPANY

State of Organization:

Date of Organization:

Members:

☐ JOINT VENTURE

State 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:

7. LICENSING

Jurisdiction: _____
Type of License: _____
License Number: _____
Jurisdiction: _____
Type of License: _____
License Number: _____

8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: _____
Minority Business Enterprise: _____
Woman Owned Enterprise: _____
Small Business Enterprise: _____
Other (_____): _____

9. BONDING INFORMATION

Bonding Company: _____
Address: _____

Bonding Agent: _____
Address: _____

Contact Name: _____
Phone: _____
Aggregate Bonding Capacity: _____
Available Bonding Capacity as of date of this submittal: _____

***NOTE:** AN **AFFIDAVIT** WILL BE REQUIRED AT BID TIME FROM THE BONDING COMPANY (MIN. RATING A-) CERTIFYING THE ABOVE INDICATED BONDING CAPACITIES. ONCE AWARD OF CONTRACT IS ISSUED, THE CONTRACTOR MUST PROVIDE THE **VILLAGE** WITH A **PERFORMANCE AND PAYMENT BOND** FOR 100 PERCENT (100%) OF THE CONTRACT PRICE IN ACCORDANCE WITH SECTION 255.05, FLORIDA STATUTES. SAID BOND MUST BE **RECORDED** IN THE OFFICIAL RECORDS IN AND FOR PALM BEACH COUNTY AND A CERTIFIED COPY OF THE RECORDED BOND MUST BE PROVIDED TO THE VILLAGE PRIOR TO THE CONTRACTOR PROVIDING ANY SERVICES UNDER THE CONTRACT.

10. FINANCIAL INFORMATION

Financial Institution: _____

Address: _____

Account Manager: _____

Phone: _____

THE **VILLAGE** RETAINS THE RIGHT TO REQUEST ADDITIONAL FINANCIAL STATEMENTS AFTER BID OPENING AND PRIOR TO CONTRACT AWARD AT ITS OWN DISCRETION.

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☐ NO

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

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

☐ YES ☐ NO

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

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☐ NO

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

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: _____

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 300 - Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

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

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

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

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

YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____

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

YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____

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

YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____

13. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: _____

BY: _____

TITLE: _____

DATED: _____

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____, 20____

NOTARY PUBLIC - STATE OF _____

MY COMMISSION EXPIRES: _____

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Affidavit from Bonding Company certifying current bonding capacity/limits as listed in Section 9.
5. Evidence of authority for individuals listed in Section 6 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 12.
8. Additional items as pertinent.

SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B

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

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B

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

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

[illegible]

SECTION 00452
BIDDER'S STATEMENT OF DISPUTES, LITIGATION,
ARBITRATION, AND SURETY COMPLETION
LAST THREE (3) YEARS

<u>PROJECT</u>	<u>NAME AND ADDRESS OF OWNER OR ENGINEER</u>	<u>NAME AND PHONE OF OWNER OR ENGINEER REPRESENTATIVE</u>	<u>DATE OF CONTRACT</u>	<u>AMOUNT</u>	<u>STATUS</u>
----------------	--	---	-----------------------------	---------------	---------------

(Signed)_____

SECTION 00453
NONCOLLUSION AFFIDAVIT

TO: The, Village of Palm Springs, FL, herein called the "Owner."

Pursuant to bidding requirements for the work titled "SCADA System Upgrades, RL Pratt WTP" the enclosed contract documents shall be provided to the Owner.

State of _____

County of _____

_____, being first duly
(Officer's Name)

sworn, deposes, and says that:

- A. He\She is _____ (officer's title)
of _____ (company name),
the Bidder that has submitted the attached bid;
- B. He\She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- C. Such bid is genuine and is not a collusive or sham bid;
- D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Village of Palm Springs or any person interested in the proposed contract; and

- E. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Subscribed and sworn to before me
this _____ day of _____, 20____

Notary Public

My commission expires _____

SECTION 00454
DRUG-FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that _____
(Print or Type Name of Firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace; the firm's policy of maintaining a drug-free working environment and available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug-use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to any violation of Chapter 1893 or any controlled substance law of the State of Florida or the United States for a violation occurring in the workplace, no later than 5 days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on or requires the satisfactory participation in a drug-abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug-free workplace through the implementation of the drug-free workplace program.

"As a person authorized to sign this statement, I certify that the business, firm, or corporation named above complies fully with the requirements set forth herein."

Authorized Signature

Date Signed

State of: _____

County of: _____

Sworn to and subscribed before me this day of _____, 20__

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

Signature of Notary

My Commission Expires _____

SECTION 00455
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other
officer authorized to administer oaths.)

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who, being
by me first duly sworn, made the following statement:

1. The business address of _____
(firm name of Bidder/Contractor)

is _____.

2. My relationship to _____
(firm name of Bidder/Contractor)

is _____.
(relationship such as sole proprietor, partner, president, vice president)

3. I understand that a "public entity crime" as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime; or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime; or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate; or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Bidder/Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Bidder/Contractor, nor any affiliate of the Bidder/Contractor, has been convicted of public entity crime subsequent to July 1, 1989.

(Draw a line through Paragraph 6 if Paragraph 7 below applies.)

7. There has been a conviction of a public entity crime by the Bidder/Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder/Contractor who is active in the management of the Bidder/Contractor or an affiliate of the Bidder/Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is_____.

A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through Paragraph 7 if Paragraph 6 above applies.)

(Signature)

Sworn to and subscribed to before me in the State and County first mentioned above on the_____day of _____, 20_____.

Notary Public

(affix seal)

My commission expires

SECTION 00456
SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, _____, on behalf of _____ (hereinafter, the "Contractor"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Contractor is not on the Scrutinized Companies that Boycott Israel List nor is the Contractor engaged in a boycott of Israel.
3. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Contractor is not on the Scrutinized Companies with Activities in Sudan List.
2. The Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Contractor is not engaged in business operations in Cuba or Syria.
5. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
6. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

CONTRACTOR:

By: _____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was sworn to (or affirmed) and subscribed before this _____ day of _____, 20____, by _____, who is the _____ of _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC

Printed Name of Notary _____

My Commission expires: _____



Vendor Conflict of Interest Disclosure Statement Information and Instructions

The award of this contract is subject to the provisions of Chapter 112, Part III, *Florida Statutes*, and section 6.02 of the Charter of the Village of Palm Springs. The Village requires all potential vendors, as defined herein, to complete and submit this Conflict of Interest Disclosure Statement in connection with any competitive purchase in excess of \$7,500.00.

The purpose of this disclosure form is to give the Village the information needed to identify potential conflicts of interest for evaluation team members, public officials, and other key personnel involved in the award of this contract and to take appropriate remedial measures. The information disclosed will not necessarily be deemed a conflict of interest or result in disqualification. If you are unsure whether certain information is responsive, you should include it in the disclosure.

The original disclosure statement shall be maintained by the Village Clerk, with a copy retained by the Finance Department.

- The Village will not enter into any contract or purchase order with any vendor who fails or refuses to provide all information required in the disclosure form.
- For vendors consisting of partnerships or joint ventures, each member of the partnership or joint venture is required to complete and submit the form.
- Any vendor who provides incorrect, misleading, or incomplete information on the disclosure statement shall be disqualified from participation.
- If the Village discovers misleading, incorrect, or incomplete information on the disclosure statement subsequent to the execution of a contract, the contract will be voidable by the Village;
- Serious and/or repeated failure to provide complete and accurate information on the Conflict of Interest Disclosure Form may lead to suspension or debarment of the vendor pursuant to Sec. 58-16 of the Village Code.

DEFINITIONS

"Business Entity" means any corporation, partnership, limited partnership, company, limited liability company, proprietorship, firm, enterprise, franchise, association, self-employed individual, or trust, whether fictitiously named or not, doing business in the State of Florida.

"Conflict of Interest" means a situation in which regard for a private interest tends to lead to disregard of a public duty or interest.

"Financial interest" means direct or indirect ownership or other interest that may result in special private gain or loss.

"Person" means an individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.

“Public Official” includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body.

“Relative” means an individual who is related to a public officer or employee as a father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, great grandparent, grandchild, great-grandchild, step-grandparent, step great grandparent, step-grandchild, step great-grandchild, a person who is engaged to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee.

“Vendor” means (1) any business entity or person submitting a response to an invitation to bid, request for proposals, request for qualifications, or other solicitation in connection with the procurement of goods or services; or (2) any business entity or person entering into a contract or purchase order in excess of \$7,500.00 with the Village.

INSTRUCTIONS

Complete all lines as indicated. If the answer to any question is "None," so indicate. If an item does not apply, denote N/A (not applicable). If you cannot include the required information in the space provided, attach additional sheets as necessary.

VILLAGE OF PALM SPRINGS VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

NAME OF VENDOR

NAME OF PERSON COMPLETING FORM

RELATIONSHIP TO VENDOR

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

CONTACT EMAIL ADDRESS
PHONE NUMBER

CELL

This form is provided in connection with:

- ☐ Invitation to Bid (specify) _____
- ☐ Request for Proposal / Qualifications (specify) _____
- ☐ Other (specify) _____

1. List below the name(s), titles and address(es) of all **public officials and employees** of the Village having an **employment or contractual relationship with the Vendor** and describe the nature and extent of the relationship.

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

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

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

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

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

Signature

Date

Printed Name

Title

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT
(Required to obtain Solicitation Plans)

This Confidentiality and Non-Disclosure Agreement (“Agreement”) is made and entered into this ____ day of _____, 2024, by _____, (“**BIDDER**”) for the benefit of the **Village of Palm Springs**, a Florida Municipal Corporation (“**Village**”). The Village is the “Disclosing Party”, and BIDDER is the “Receiving Party”.

WHEREAS, the Village desires to share with BIDDER certain building, facility, and equipment designs, specifications, and plans information (“**Plans**”) which are confidential under Florida law, proprietary, or otherwise not generally available to the public including being exempt from public records disclosure; and,

WHEREAS, BIDDER desires to receive the Plans from the Village to create and submit a bid in response to the Village-issued ITB No. 2025B-001 R. L. Pratt Plant Scada Upgrade (“**Solicitation**”); and,

WHEREAS, the BIDDER agrees it is voluntarily entering this Agreement in order to receive the Plans from the Village and potentially submit a bid in response to the Solicitation.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the BIDDER intending to be legally bound, agrees as follows:

1. **Confidential Information.** As used herein, the term “Confidential Information” being exchanged refers to the following specific Plans:

All design and plan information prepared for the Village by CHA Consulting, Inc. for the new ITB No. 2025B-001 R. L. Pratt Plant SCADA Upgrade project (“Project”) inclusive of all drawings, specifications, and working papers.

2. **Nondisclosure of Confidential Information.** The Confidential Information will be kept strictly confidential by Receiving Party. The Confidential Information may be disclosed to Receiving Party’s officers, employees, representatives, consultants, subcontractors and agents (collectively, “Representatives”), but only if such Representatives need to know the Confidential Information in connection with the Project and BIDDER’s submission of its Bid in response to the Solicitation. It is understood that (i) such Representatives will be informed by the Receiving Party of the confidential nature of the Confidential Information, and (ii) in any event, Receiving Party will be responsible for any breach of this Agreement by any of its Representatives. Receiving Party shall not disclose the Confidential Information to any person other than as permitted hereby, and shall safeguard the Confidential Information from unauthorized disclosure.

The BIDDER agrees that all Confidential Information shall be kept strictly confidential in strict accordance with the terms of this Agreement. The BIDDER agrees not to directly or indirectly reveal, report, publish, disclose use (other than for permitted purposes contemplated herein) or transfer the Confidential Information to any person or entity, except as previously authorized in writing by the Disclosing Party.

3. **Notice Preceding Compelled Disclosure.** If Receiving Party or its representatives are requested or required (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information, Receiving Party shall promptly notify Disclosing Party of such request or requirement so that Disclosing Party may seek an appropriate protective order or waive compliance with this Agreement. If, in the absence of a protective

order or the receipt of a waiver hereunder, Receiving Party or its Representatives are compelled to disclose the Confidential Information or else stand liable for contempt or suffer other censure or penalty, Receiving Party and its Representatives may disclose only such of the Confidential Information to the party compelling disclosure as is required by law and, in connection with such compelled disclosure, Receiving Party and its Representatives shall use their reasonable efforts to obtain from the party to whom disclosure is made written assurance that confidential treatment will be accorded to such portion of the Confidential Information as is disclosed.

4. **Return of Information.** The Confidential Information will remain the property of the Disclosing Party. The written Confidential Information, or any copies thereof, will be returned to Disclosing Party immediately upon its request, and no copies will be retained by Receiving Party or its Representatives. Any Confidential Information that may be found in drafts, notes, compilations, studies, synopses, or summaries thereof, or other documents furnished to Receiving Party or its Representatives, shall be held by Receiving Party and kept subject to the terms of this Agreement.

5. **Remedies.** Receiving Party acknowledges and agrees that money damages would not be a sufficient remedy for any breach of this Agreement by Receiving Party or its Representatives and Disclosing Party will be entitled to specific performance and injunctive relief as remedies for any such breach. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement by Receiving Party or any of its Representatives but will be in addition to all other remedies available at law or in equity to Disclosing Party.

6. **Duration.** This Agreement may be terminated at any time by written notice from either party to the other. Notwithstanding the expiration or termination of this Agreement, the obligations imposed on the Receiving Party shall continue with respect to each piece of Confidential Information until such Confidential Information shall cease to be secret and confidential or shall be in the public domain (other than as a result of a breach by the Receiving Party of the obligations of this Agreement).

7. **Amendment, Ambiguity, Interpretation, and Venue.** This Agreement constitutes the entire agreement with respect to the subject matter hereof and supersedes all prior verbal and written understands with regards to the Confidential Information. This Agreement may not be amended unilaterally by the BIDDER. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for legal action to be initiated regarding this Agreement, venue shall be exclusively in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida.

8. **Miscellaneous.** This Agreement inures to the benefit of the BIDDER and the Village and their successors and assigns and is binding on each other and each other's successors and assigns. There are no third party beneficiaries to this Agreement.

9. **Receipt.** Upon the Village's electronic receipt of this signed Agreement, the Village will release the Confidential Information to the BIDDER without further action by the Village or the BIDDER.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the BIDDER has executed this Confidentiality and Non-Disclosure Agreement upon the terms and conditions on the day and year first written above.

BIDDER: _____

By: _____

[Corporate Seal]

Print Name: _____

Print Position: _____

STATE OF _____)
COUNTY OF _____)

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 BIDDER, who is personally known to me or who has produced _____ as identification, and who is duly authorized to execute the foregoing instrument and bind BIDDER to the same.

Notary Public Signature

Notary Seal:



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 _____
[entity's legal name] ("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

PART 2



CONTRACT FORMS



NOTICE OF AWARD

Date of Issuance: Project Bid No. ITB# 2025B-001
Owner: Village of Palm Springs Owner's Task Order No.:
Engineer: CHA Consulting, Inc. Engineer's Project No.: 4010-093.01
Project: SCADA System Upgrades R. L. Pratt Water Treatment Plant
Bidder:
Bidder's Address:

TO BIDDER:

You are notified that Owner has accepted your Bid dated [] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

[describe Work, alternates, or sections of Work awarded]

The Contract Price of the awarded Contract is: \$ _____ *[note if subject to unit prices, or cost-plus]*

☐ unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. *[revise if multiple copies accompany the Notice of Award]*

☐ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award:

1. Deliver to Owner ☐ counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:

Authorized Signature

By:

Title:

Copy: Engineer

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

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

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: The Project consists of furnishing all labor, equipment and material for the SCADA System Improvements/Upgrades as described by the Drawings and Specifications. Generally, the work includes minor demolition, new control panels, modification to existing control panels, new computers/network equipment, software upgrades, electrical, site restoration and all other incidentals as indicated by the drawings and specifications or as required to properly complete the project as planned.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **SCADA System Upgrades – R. L. Pratt Water Treatment Plant.**

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by **CHA Consulting, Inc.**.

3.02 The Owner has retained **CHA Consulting, Inc.** (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Days

A. The Work will be substantially completed within 270 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 60 days after the date Contract Substantial Completion has been achieved.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$ **500.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$ **500.00** for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Special Damages*

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

ARTICLE 5 – CONTRACT PRICE

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

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

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

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

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
	Not Applicable				

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$

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

- C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$.
- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in accordance with Florida Statute 255.078 but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

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

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

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

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

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
1. This Agreement (pages 1 to 14, inclusive).
 2. Performance bond (pages 1 to 3, inclusive).
 3. Payment bond (pages 1 to 3, inclusive).
 4. Other bonds.
 - a. (pages to , inclusive).
 - b. (pages to , inclusive).
 - c. (pages to , inclusive).
 5. General Conditions (pages 1 to 65, inclusive).
 6. Supplementary Conditions (pages 1 to 10, inclusive).
 7. Specifications as listed in the table of contents of the Project (Contract Bid Documents) Manual.
 8. Drawings (not attached but incorporated by reference) consisting of 74 sheets with each sheet bearing the following general title: SCADA System Upgrades R.L. Pratt Water Treatment Plant .
 9. Addenda (numbers to , inclusive).
 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages to , inclusive).
 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.
- E. To the extent that there exists a conflict between this Agreement and the remaining Contract Documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail; however, precedence shall be given to any amendments, change directives, change orders, or field orders, beginning with the most recent in time. Wherever possible, the provisions of all Contract Documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Indemnity*

- A. The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the VILLAGE, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Contract. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the VILLAGE in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the VILLAGE and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.
- B. Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the VILLAGE and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The VILLAGE shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the VILLAGE before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the VILLAGE and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the VILLAGE, be detrimental in any material respect to the VILLAGE's reputation; (ii) the third party claim seeks an injunction or equitable relief against the VILLAGE; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.
- C. It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the VILLAGE may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

10.07 *Governing Law and Remedies*

- A. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue for any and all disputes related to or arising from this Agreement shall be in Palm Beach County, Florida.

- B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

10.08 *Office of the Inspector General*

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

10.09 *Scrutinized Companies*

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

10.10 *Public Records*

- A. The CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Village as provided under section 119.011(2), Florida Statutes, specifically agrees to:
 - 1. Keep and maintain public records required by the Village to perform the service.
 - 2. Upon request from the Village's custodian of public records or designee, provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the Contractor does not transfer the records to the Village.
 - 4. Upon completion of this Contract, transfer, at no cost, to the Village all public records in possession of the Contractor or keep and maintain public records required by the Village to perform the service. If the Contractor transfers all public records to the Village upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records

disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records or designee, in a format that is compatible with the information technology systems of the Village.

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

10.11 Insurance

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

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

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

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

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

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

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

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

a. Excess or Umbrella Liability

- | | |
|------------------------------|-------------|
| 1) General Aggregate | \$5,000,000 |
| 2) Each Occurrence/Per Claim | \$1,000,000 |
5. Contractor's Pollution Liability under paragraph 6.03.F of the General Conditions:
- | | |
|-------------------------------------|-------------|
| a. Contractor's Pollution Liability | |
| 1) General Aggregate | \$2,000,000 |
| 2) Each Occurrence/Per Claim | \$1,000,000 |
6. Additional Insureds include the respective officers, partners, directors, employees, agents, consultants, and subconsultants of the following firms and municipal government(s):
- a. Village of Palm Springs

10.12 *Public Construction Bond*

- A. If the contract amount exceeds \$200,000 in total construction cost, the CONTRACTOR must provide the VILLAGE with a public construction bond in accordance with section 255.05, Florida Statutes. Said bond must be recorded in the Official Records in and for Palm Beach County and the **original** recorded bond must be provided to the VILLAGE prior to the CONTRACTOR providing any services under the contract. The VILLAGE reserves the right to request a bond for any work which is less than \$200,000. The cost of the bond shall be a direct pass-through cost to the VILLAGE without any mark-up by the CONTRACTOR.
- B. The public construction bond shall be on forms attached hereto as **Forms C-610 and C-615 "Performance" and "Payment" Bonds** or substantially similar as approved by the VILLAGE. The bond shall be in an amount not less than the total contract price and shall incorporate by reference the terms of the Contract Documents in their entirety.
- C. To be acceptable to the VILLAGE, a Surety Company shall comply with the following provisions:
- a. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.
 - b. The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
 - c. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
 - d. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the contract is approved.
 - e. The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.
 - f. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:
 - 1) Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to do business in this state have been met.

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

10.13 *Audit by Village*

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

10.14 *Copies of Data/Documents*

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

10.15 *Ownership*

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

10.16 *Limitations of Liability*

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

10.17 *Enforcement Costs*

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

10.18 *Copyrights and/or Patent Rights*

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

10.19 *Protection of Property*

- A. The CONTRACTOR shall at all times guard against damage or loss to the property of the VILLAGE or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The VILLAGE may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and

equipment while on site. The VILLAGE will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

10.20 *Damage to Persons or Property*

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

10.21 *Discrimination*

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

10.22 *Construction Defects*

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

10.23 *Public Entity Crimes*

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

10.24 *Scrutinized Companies*

- A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.
- B. If this Agreement is for one million dollars or more, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the Contractor, or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

- C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. The Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.
- E. The Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the City of the same.
- F. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

10.25 *E-Verify*

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW

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

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

VILLAGE:

CONTRACTOR:

By: _____

By: _____

Title: Mayor

Title: _____

(Seal)

Attest: _____

Attest: _____

Title: Village Clerk

Title: Notary Public

Approved
as to
Form: _____

Title: Village Attorney

Address for giving notices:

226 Cypress Lane

Palm Springs FL, 33461

Address for giving notices:

License No.: _____
(where applicable)

PERFORMANCE BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER

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

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description:

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as

practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction

Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER

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

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description:

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. **Definitions**

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has

rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

PART 3



CONTRACT CONDITIONS

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by



Issued and Published Jointly by



Endorsed by



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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner’s Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or

computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

- A. *Reporting Discrepancies:*
 - 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,

error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. abnormal weather conditions;
 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

- A. *Limitation on Use of Site and Other Areas:*
 - 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 - 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part

by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
 2. is of such a nature as to require a change in the Drawings or Specifications; or
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

- c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after

becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
 - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.
 - 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 - 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 2. claims for damages insured by reasonably available personal injury liability coverage.
 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
 - 1. include at least the specific coverages provided in this Article.
 - 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 - 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 - 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 - 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 - 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 - 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
 - 3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 - 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the

policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and

guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 "Or Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 Substitutes

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and

- 2) available engineering, sales, maintenance, repair, and replacement services.
- d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
 - C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
 - D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
 - E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
 - F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
 - G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or

exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

- 1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
- 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- 3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to

provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples:*

- a. Contractor shall submit the number of Samples required in the Specifications.
- b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal;
 6. the issuance of a notice of acceptability by Engineer;
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.

- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop

Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during

or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
 - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on

the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
 - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim

submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable

thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes

other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

- B. *Cash Allowances*: Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will

include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
 4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
 6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner:*

- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
- 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount

remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

- A. *Application for Payment:*
 - 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

- C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.
- D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses,

and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for

expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 - 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC-1.01 Defined Terms

SC-1.01. Add to the list of definitions in Paragraph 1.01.A by inserting the following as numbered items in their proper alphabetical positions:

SURETY – The person, firm, or corporation which is bound by the contract bonds with and for Contractor (Principal); and which is held and firmly bound unto Owner for the conditions of obligations set forth in said bonds.

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.01 Delivery of Bonds and Evidence of Insurance

SC-2.01 Delete Paragraphs 2.01 B. in their entirety and insert the following in their place:

B. Evidence of Contractor's Insurance: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies of insurance (including all endorsements, and identification of applicable self-insured retentions and deductibles) required to be provided by Contractor in Article 6. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

SC-2.01 Delete Paragraphs 2.01 C. in its entirety.

SC-2.03 Before Starting Construction

SC-2.03 Amend the second sentence of Paragraph 2.03.A to read as follows:

At the Preconstruction Conference (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review

ARTICLE 4 – PRELIMINARY MATTERS

SC-4.01 Commencement of Contract Times; Notice to Proceed

SC-4.01 Amend the third sentence of Paragraph 4.01 A. to read as follows:

- A. In no event will the Contract Times commence to run later than the one hundred eightieth day after the day of Bid opening or the ninetieth day after the Effective Date of the Contract, whichever date is earlier.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.01 Availability of Lands

SC-5.01 Add the following to the end of paragraph 5.01.C:

Contractor shall obtain said land rights at his own expense and without liability to the Owner. Contractor shall not enter upon private property without first obtaining written permission from the rightful property owner.

SC-5.03 Subsurface and Physical Conditions

SC 5.03 Delete Paragraphs 5.03.A and 5.03.B in their entirety and insert the following:

- A. No reports of explorations or tests of subsurface conditions at or adjacent to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.

SC-5.06 Hazardous Environmental Conditions

SC 5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B. Not Used.

SC-5.06 Delete Paragraph 5.06.I in its entirety.

SC 5.06 Amend the first paragraph of 5.06.J of the General Conditions by changing “(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs)” to “(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs)”

ARTICLE 6 – BONDS AND INSURANCE

SC-6.01 Performance, Payment, and Other Bonds

SC 6.01 Delete Paragraph 6.01.B in its entirety and insert the following:

- B. All Bonds shall be in the form prescribed by the Contract Documents or other form approved by Owner. All else notwithstanding, the terms of all Bonds shall be substantially in the form prescribed by Chapter 255, Florida Statutes. All Bonds shall be executed by Contractor and a corporate bonding company

licensed to transact such business in the State of Florida and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. Contractor will cause the Bonds to be recorded with the Clerk of the Circuit Court in the county in which the Work is to be performed. Failure to execute bonds in the form prescribed may constitute non-responsiveness on the part of Contractor. The expense for all Bonds shall be Contractor's responsibility.

SC-6.02 Insurance—General Provisions

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

- 1. Certificates of insurance shall be issued by a company with a Best's rating of at least B+ authorized to do business in the State of Florida. Owner must approve non-rated insurers. If used, Owner shall be shown as the Certificate Holder, Engineer as Additional Insured and provide for a 30-day cancellation notice.**

SC-6.02 Delete Paragraph 6.02 D. in its entirety.

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.J:

- K. No work shall be commenced under this contract until the required Certificate(s) have been provided. Work shall not continue after expiration (or cancellation) until new Certificate(s) have been provided. Non-continuance of work after expiration (or cancellation) of Certificate(s) will not constitute a delay beyond Contractor's control as defined in paragraph 4.05.**
- L. Contractor shall arrange for its insurers' policies to include, or be endorsed to include, a severability of interest/cross liability provision, so that Owner will be treated as if a separate policy were in existence, but without increasing the policy limits.**
- M. Contractor's deductibles/self-insured retentions shall be disclosed to Owner and may be disapproved by the latter. They shall be reduced or eliminated at the option of Owner. Contractor is responsible for the amount of any deductible or self-insured retention.**
- N. Insurance required of Contractor or any other insurance of Contractor shall be considered primary and insurance or self-insurance of Owner shall be considered excess, as may be applicable to claims that arise out of this contract.**
- O. The Contractor shall either (a) require each subcontractor to procure and maintain the same coverage as required of the Contractor, or (b) insure the activities of subcontractors in his own policy.**

SC-6.05.A. Add the following to the list of items in Paragraph 6.05.A, as numbered items:

- 14. include for the benefit of Owner loss of profits and soft cost coverage including, without limitation, fixed expenses and debt service for a minimum of 12 months with a maximum deductible of 30 days, plus attorneys fees and engineering or other consultants' fees, if not otherwise covered;**
- 15. include by express endorsement coverage of damage to Contractor's equipment.**

ARTICLE 7 – CONTRACTOR’S RESPONSIBILITIES

SC-7.02 *Labor; Working Hours*

SC-7.02.B. Amend the first and second sentences of Paragraph 7.02.B to state “...all Work at the Site shall be performed during regular working hours, 7:00 AM through 5:00 PM. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday recognized by the Owner without prior written approval by the Owner. The Owner recognizes the following legal holidays:

New Year’s Day (January 1)
Martin Luther King Jr. Day (3rd Monday in January)
President’s Day (3rd Monday in February)
Good Friday
Memorial Day (Last Monday of May)
Juneteenth (June 19)
Independence Day (July 4)
Labor Day (1st Monday of September)
Veteran’s Day (November 11)
Thanksgiving Day (4th Thursday of November)
Day After Thanksgiving (4th Friday of November)
Christmas Eve (December 24)
Christmas Day (December 25)
New Year’s Eve (December 31)”

SC-7.02.C. Add the following new paragraph immediately after Paragraph 7.02.B:

Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer’s services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work outside of regular working hours as defined in the Contract Documents. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

SC-7.07 Delete Paragraph 7.07 B. in its entirety.

SC-7.11 *Record Documents*

SC-7.11.A. Add the following new paragraph immediately after Paragraph 7.11.A:

Annotation of record documents shall be legible, precise, and complete as determined by Engineer. Record drawings shall also meet all additional requirements if any as specified in the Contract Documents including providing an electronic CAD version.

SC-7.12 *Safety and Protection*

SC-7.12.A. Add the following new paragraph immediately after Paragraph 7.12.A.3:

4. Contractor shall be responsible at all times for precautions to achieve the protection of all persons, including employees and property. Contractor shall make special effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury, or property damage. OSHA and all other applicable safety laws and ordinances shall be followed as well as

American National Standards Institute Safety Standards. All accidents, injuries, claims, or potential claims shall be reported promptly to Owner.

SC-7.16 Shop Drawings, Samples, and Other Submittals

SC-7.16.E. Add the following new paragraph immediately after Paragraph 7.16.E.1:

2. Contractor shall reimburse Owner for the charges of Engineer and Engineer's Consultants for costs generated as a result of more than two submittals of any one Shop Drawing or Sample being required for evaluation due to rejection for noncompliance of the original submittal or for lack of information required by the Contract Documents. Owner's reimbursement for the charges shall be a deduction from Contractor's Partial Payment(s).

SC-7.18 Indemnification

SC-7.18 Delete in its entirety

ARTICLE 9 – OWNER'S RESPONSIBILITIES

SC-9.02 Replacement of Engineer

SC-9.02 Amend paragraph 9.02 of the General Conditions by striking out the following words: “, provided the Contractor makes no reasonable objection.”

SC-9.11 Evidence of Financial Arrangements

SC-9.11 Delete in its entirety

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

SC-10.03 Project Representative

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.A:

- B. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
 1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
 3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.

4. **Liaison:**
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. **Interpretation of Contract Documents:** Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. **Shop Drawings and Samples:**
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. **Modifications:** Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. **Review of Work and Rejection of Defective Work:**
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
9. **Inspections, Tests, and System Start-ups:**
 - a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

- b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

10. Records:

- a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- c. Maintain records for use in preparing Project documentation.

11. Reports:

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.

12. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. Completion:

- a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.
- b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a

final punch list of items to be completed and deficiencies to be remedied.

- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.

C. The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or-equal” items).
2. Exceed limitations of Engineer’s authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor’s work.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 12 – CLAIMS

SC-12.01 *Claims*

- SC 12.01.B** Amend the first sentence of paragraph 12.01.B of the General Conditions by changing “(but in no event later than 30 days)” to “(but in no event later than 90 days for the Owner and no later than 10 days for the Contractor)”.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

SC-13.01 *Cost of the Work*

- SC 13.01.B.5.c** Add the following to the end of Paragraph 13.01.B.5.c:
- In no case shall rates exceed those published by the current edition of Data Quest Incorporated titled, Rental Rate Blue Book for Construction Equipment, and other procedures established by Florida Department of Transportation.
- SC 13.01.B.5.f** Amend the first sentence of paragraph 13.01.B.5.f by striking out the following words: “(except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05).”
- SC 13.01.B.5.i** Add the following new paragraphs immediately after paragraph 13.01.B.5.i:
- j. The cost of compliance with current local, state and federal safety regulations.

SC-13.03 *Unit Price Work*

- SC 13.03.E** Delete Paragraph 13.03.E in its entirety and insert the following in its place:
- E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment by the Owner under the following conditions:
1. if the extended price of a particular item of Unit Price Work amounts to 25 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and
 2. if there is no corresponding adjustment with respect to any other item of Work; and
 3. if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.
- SC 13.03.E** Add the following new paragraphs immediately after Paragraph 13.03.E:
- F. Owner reserves the right to delete any Unit Price Work with the change, if any, in the Contract Price or in the Contract Times determined in accordance with Article 11.

ARTICLE 14 –TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

SC-14.02 Tests, Inspections, and Approvals

SC 14.02.A Add the following to the end of Paragraph 14.02.A:

Contractor shall reimburse Owner for the charges of Engineer and Engineer's Consultants for all costs due to work not being ready for tests and/or inspections when the Contractor has notified Engineer that work is ready for tests and/or inspections. Contractor shall reimburse Owner for all failed tests and subsequent retests. Partial payments payable to Contractor shall be distributed, first to reimburse the Owner for such charges, with the balance distributed to the Contractor in accordance with the Contract Documents.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

SC-15.01 Progress Payments

SC 15.01.B.2 Delete Paragraph 15.01.B.2 in its entirety and insert the following in its place:

Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor certifying that Contractor has disbursed to all subcontractors and suppliers having an interest in the contract their pro rata shares of the payment out of previous progress payments received by Contractor for all work completed and materials furnished in the previous period, less a retainage withheld by Contractor pursuant to an agreement with a subcontractor. Contractor shall provide a waiver of lien for all stored materials with the second application for payment after submitting application for payment. If the waiver of lien is not provided, current application for payment will be reduced by the value of the stored materials until said time waiver of lien is received or stored materials become incorporated in the Work. Within 30 days of receipt for the final progress payment or any other payments received thereafter except the final payment, Contractor shall pay all subcontractors and suppliers having an interest in the contract their pro rata shares of the payment for all work completed and materials furnished.

SC 15.01.D.1 Change Paragraph 15.01.D.1 to read as follows:

After presentation of the Application for Payment to the Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of paragraph 15.01.C) become due and when due, will be paid by Owner to Contractor within thirty (30) days.

SC-15.03 Substantial Completion

SC 15.03.B Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

PART 4



MISCELLANEOUS DOCUMENTS



Contractor's Application for Payment No. _____

To (Owner): Village of Palm Springs	Application Period:	Application Date:
	From (Contractor):	Via (Engineer):
Project:	Contractor's Project No.:	Engineer's Project No.:
Owner's Task Order No.:	ITB No.:	

Application For Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE.....	\$ _____
2. Net change by Change Orders.....	\$ _____
3. Current Contract Price (Line 1 ± 2).....	\$ _____
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$ _____
5. RETAINAGE:	
a. X _____ Work Completed.....	\$ _____
b. X _____ Stored Material.....	\$ _____
c. Total Retainage (Line 5.a + Line 5.b).....	\$ _____
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ _____
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ _____
8. AMOUNT DUE THIS APPLICATION.....	\$ _____
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$ _____

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:	Date:
-----	-------

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____
(Engineer) (Date)

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding or Financing Entity (if applicable) (Date)

Progress Estimate - Lump Sum Work

Contractor's Application

[illegible]

Progress Estimate - Unit Price Work

Contractor's Application

[illegible]

Stored Material Summary

Contractor's Application

[illegible]



CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: Village of Palm Springs
Contractor:
Engineer: CHA CONSULTING, Inc.
Project: SCADA System Upgrades RL Pratt WTP

Owner's Task Order No.:
Project Bid No. (ITB #): 202.5B-001
Engineer's Project No.: 400-093.01

This [preliminary] [final] Certificate of Substantial Completion applies to:

☐ All Work ☐ The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities: ☐ None
☐ As follows

Amendments to Contractor's responsibilities: ☐ None
☐ As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:		RECEIVED:	RECEIVED:
By: _____ (Authorized signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)	
Title: _____	Title: _____	Title: _____	
Date: _____	Date: _____	Date: _____	



Work Change Directive No. _____

Date of Issuance: _____ Effective Date: _____
Owner: Village of Palm Springs Owner's Task Order No.: _____
Contractor: _____ Project Bid No. (ITB #): _____
Engineer: _____ Engineer's Project No.: _____
Project: _____

Contractor is directed to proceed promptly with the following change(s):
Description: _____

Attachments: *[List documents supporting change]*

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

- ☐ Non-agreement on pricing of proposed change.
☐ Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price \$ _____ [increase] [decrease]
Contract Time _____ days [increase] [decrease]

Basis of estimated change in Contract Price:

- ☐ Lump Sum ☐ Unit Price
☐ Cost of the Work ☐ Other

RECOMMENDED:	AUTHORIZED BY:	RECEIVED:
By: _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____



Change Order No. _____

Date of Issuance: _____ Effective Date: _____
Owner: Village of Palm Springs Owner's Task Order No.: _____
Contractor: _____ Project Bid No. (ITB #): _____
Engineer: CHA Consulting, Inc. Engineer's Project No.: 001253.000
Project: SCADA System Upgrades R. L. Pratt Water Treatment (400.093.01)
Plant

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

Description: [Description of Change]Attachments: [List documents supporting change]

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ _____	Original Contract Times: <u>X</u> Days / <u>X</u> Days Substantial Completion: _____ Ready for Final Payment: _____ days / dates
[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ dates
[Increase] [Decrease] of this Change Order: \$ _____	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: _____	By: _____	By: _____	By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)			
Title: _____	Title: _____	Title: _____			
Date: _____	Date: _____	Date: _____			

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____



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

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

Contractor Initial

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

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____

ATTEST:

Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, Village Attorney



Field Order No. _____

Date of Issuance:

Effective Date:

Owner: Village of Palm Springs

Owner's Task Order No.:

Contractor:

Project Bid No. (ITB #):

Engineer: CHA Consulting, Inc.

Engineer's Project No.: 001253.000

Project: SCADA System Upgrades R. L. Pratt Water Treatment Plant

(400-093.01)

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 11.01, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:

Specification(s)

Drawing(s) / Detail(s)

Description:

Attachments:

ISSUED:

RECEIVED:

By: _____
Engineer (Authorized Signature)

By: _____
Contractor (Authorized Signature)

Title: _____

Title: _____

Date: _____

Date: _____

Copy to: Owner



Allowance Release No. _____

Date of Issuance:

Effective Date:

Owner: Village of Palm Springs

Owner's Task Order No.:

Contractor:

Project Bid No. (ITB #):

Engineer: CHA Consulting, Inc.

Engineer's Project No.: 001253.000
(400-093.01)

Project: SCADA System Upgrades R. L. Pratt Water Treatment
Plant

The approved Construction Allowance is modified as follows upon execution of this Allowance Release:

Description: **[Description of Work/Reasons for Change]**

Attachments: **[Proposal Backup/Exhibits]**

CHANGE IN APPROVED CONSTRUCTION ALLOWANCE

Original Construction Allowance:

\$ _____

[Increase] [Decrease] from previously approved Allowance Release No. ____ to No. ____:

\$ _____

Construction Allowance prior to this Allowance Release:

\$ _____

[Increase] [Decrease] of this Allowance Release:

\$ _____

Construction Allowance incorporating this Allowance Release:

\$ _____

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: _____
Engineer (if required)

By: _____
Owner (Authorized Signature)

By: _____
Contractor (Authorized Signature)

Title: _____

Title: _____

Title: _____

Date: _____

Date: _____

Date: _____



Village of Palm Springs

226 Cypress Lane • Palm Springs, Florida 33461-1699

561-584-8200 • www.vpsfl.org

2025B-001

R.L. Pratt Water Treatment Plant

SCADA System Upgrade

Addendum No. 1

October 31, 2024

BIDS DUE: 2:00 PM, Local Time, November 18, 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 R. L. Pratt Water Treatment SCADA System Upgrade project, fully and completely as if the same were fully set forth herein.

IN THE BIDDER REQUIREMENTS

1. Section Bid Advertisement:

Delete:

Sealed Bids for the construction of the R. L. Pratt Water Treatment Plant SCADA System Upgrades, 2025B-001 must be received, by the Village of Palm Springs, via online submission on Demandstar.com, until 2:00 PM local time on **Wednesday, November 13th, 2024**. At **2:30 PM** all Bids received will be publicly opened and read.

Replace with:

Sealed Bids for the construction of the R. L. Pratt Water Treatment Plant SCADA System Upgrades, 2025B-001 must be received, by the Village of Palm Springs, via online submission on Demandstar.com, until 2:00 PM local time on **Monday, November 18th, 2024**. At **2:30 PM** all Bids received will be publicly opened and read.

IN THE SPECIFICATIONS

1. Section 13700, Process Instrumentation and Controls, Article 2.17, B, 12:

Delete:

Where indicated on drawings, provide interior and exterior white powder coating.

Replace with:

Interior and exterior finish of enclosure shall be IF50004 Reflective White Polyester Coating.

2. Section 13700, Process Instrumentation and Controls, Article 2.18, A and B:

Delete:

"... NEMA 4X..."

Replace with:

"...NEMA 3R..."

3. Section 13700, Process Instrumentation and Controls, Article 2.18, B, 12:

Delete:

Where indicated on drawings, provide interior and exterior white powder coating.

Replace with:

Interior and exterior finish of enclosure shall be IF50004 Reflective White Polyester Coating.

4. Section 13700 – Process Instrumentation and Controls, Article 2.19, A:

Delete:

"... NEMA 12 Steel..."

Replace with:

"...NEMA 12 Painted Steel..."

5. Section 13700 – Process Instrumentation and Controls, Article 2.20, A:

Delete:

"... modified, NEMA 4X, Type 316 stainless steel ..."

Replace with:

"... modified, NEMA 3R, Type 316 stainless steel ...".

6. Section 13700 – Process Instrumentation and Controls, Article 2.20, B, 12:

Delete:

Interior and exterior coating of cabinet and cabinet accessories (hoods, etc.) shall be as noted on drawings.

Replace with:

Interior and exterior finish of enclosure and accessories (hoods, etc.) shall be IF50004 Reflective White Polyester Coating.

7. Section 13750 – SCADA System Software, Article 1.03, A, page 2:

Delete:

I/O Tag Count	10,000 overall	"Unlimited"	10,000 overall	"Unlimited"
---------------	----------------	-------------	----------------	-------------

Replace with:

I/O Tag Count	10,000 overall	"25,000"	10,000 overall	"25,000"
---------------	----------------	----------	----------------	----------

8. Section 13750 – SCADA System Software, Article 1.03, B:

Delete:

"...I/O Tag count is 10,000 common to SCADA System."

Replace with:

"...I/O Tag count is 25,000 common to SCADA System."

9. Section 13751 – RTU Subsystem, Article 2.06, B, 3:

Delete:

"...Type 304 ..."

Replace with:

"...Type 316..."

IN THE DRAWINGS

1. Drawing I-07, Unit Process 6 – Lime Feed System

Delete:

"HSP Control Panel"

Replace with:

"High Service Pump Control Panel (HSPCP)".

2. Drawing I-07, Unit Process 6 – Lime Feed System

Delete:

HARD WIRED CONTROLS (START/STOP) FROM REMOTE IO_CHEM TO MPCP.

3. Drawing E-15, FP-0-2 NaOCl Feed System Panel Replacement (Sheet 1), Notes

Delete:

Note 1 in its entirety

Replace with:

"1. PANEL ENCLOSURE: ENCL 3- Free Standing SST."

4. Drawing E-17, FP-4-X Filter Control Panel(s) Replacement (Sheet 1), Notes

Delete:

Note 1 in its entirety

Replace with:

"1. PANEL ENCLOSURE: ENCL 3- Free Standing SST."

5. Drawing E-24, Plant Site Lift Station Remote Telemetry Unit, Front View:

Delete:

"14 GA 304 SST"

Replace with:

"14 GA 316 SST"

6. Drawing E-25, Remote IO – MCC (Sheet 1), Notes

Delete:

Note 1 in its entirety

Replace with:

"1. PANEL ENCLOSURE: ENCL 2- Free Standing."

7. Drawing E-28, Remote IO – Chemical Panel (Sheet 1), Notes

Delete:

Note 1 in its entirety

Replace with:

"1. PANEL ENCLOSURE: ENCL 1- Wall Mount SST."

8. Drawing E-30, Remote IO – (Sheet 1), Notes

Delete:

Note 1 in its entirety

Replace with:

"1. PANEL ENCLOSURE: ENCL 2- Free Standing."

9. Drawing E-34, Duplex PS Control Panel Schedule Elevation, Control Panel Front Elevation

Delete:

"NEMA 4X, 316 Stainless Steel Enclosure (As Specified)"

Replace with:

"Panel Enclosure: ENCL PS (See Note 3)"

Receipt acknowledged and conditions agreed to the _____ day of _____, 2024.

Bidder

By

ATTACHMENTS

ATTACHMENT 1 RESPONSES TO BIDDER QUESTIONS

ATTACHEMENT 2 NON-MANDATORY PRE-BID MEETING PARTICIPANT LISTING

END OF ADDENDUM

ATTACHMENT 1
RESPONSES TO BIDDER QUESTIONS

Question 1: Could you please confirm that the instrumentation and control system for this project must be subcontracted to the companies specified in Section 13700 of document ITB2025B, page 7? Additionally, please clarify that the contractor is not permitted to perform the I&C services independently, even if they possess the necessary knowledge and expertise as outlined in the BID document.

Response 1: ***This section applies only if the Instrumentation and Control (I&C) portion is to be subcontracted. If the prime contractor possesses the necessary expertise and knowledge to perform the I&C, a subcontractor is not required.***

Question 2: Could you please confirm that the subcontracted companies are responsible for providing all equipment, engineering, and integration related to integration and control? Additionally, is it correct that the prime contractor's responsibility is limited to supplying the supplementary materials referenced in Section 13700 on page 2 of the document, by delegating all responsibilities for engineering, furnishing, and technical expertise to the proposed subcontractors under the prime contractor?

Response 2: ***Subcontracted companies are responsible for providing all equipment, engineering, and integration related to control systems. The prime contractor's responsibility is limited to supplying any supplementary materials and labor necessary to meet the project's requirements.***

Question 3: Can I get a copy of any addenda that have been released to date?

Response 3: ***At this time no addenda have been issued.***

Question 4: What is the estimated construction budget?

Response 4: ***\$1,151,000.00***

Question 5: Can I get a copy of the non-mandatory pre-bid meeting sign in sheet?

Response 5: ***Non-Mandatory pre-bid meeting participant listing is attached.***

Question 6: What is the Engineer's cost estimate \$ for this project?

Response 6: ***\$1.151.326.00***

Question 7: Specification section 13750-2 identifies the existing SCADA licenses at both the Main WTP and RL Pratt WTP facilities as 10,000 I/O count. Part 1.03B states both licenses are to be upgraded to 'unlimited'. In reaching out to VTSCADA, their offering of an 'unlimited license' isn't an established set price and further discussions & negotiations of terms of use with the manufacturer may be required. In lieu of the 'unlimited license' for both the Main WTP and RL Pratt WTP, please a 25,000 tag I/O license with 7 thin clients will be acceptable.

Response 7: ***There is one inclusive, existing SCADA system license that covers both water treatment plants and remote RTUs. Total combined I/O tag count shall be revised to 25,000. Specifications section 13750 – SCADA System Software, articles 1.03, A (table) and 1.03, B shall be revised via addendum.***

Question 8: Drawing E-15 depicts FP-0-2 NaOCl control panel (located in the chemical building). Note 1 states the enclosure is to be NEMA4X 316SS despite the fans and louvered vents leaves the interior panel space directly exposed to the environment and compromising the NEMA4X

rating. To ensure the design doesn't compromise the NEMA4X rating, please confirm the louvers and exterior fan can be omitted from the design or leave the design unchanged and allow for a NEMA3R rating. Please advise.

Response 8: *Panel enclosure shall be revised to NEMA 3R. Revision to Drawing E-15 shall be addressed via addendum.*

Question 9: Drawing E-15 depicts Remote IO-Chemical panel (located in the chemical building). Note 1 states the enclosure is to be NEMA4X 316SS despite the intake and exhaust fan vents would leave the interior panel space directly exposed to the environment and compromising the NEMA4X rating. To ensure the design doesn't compromise the NEMA4X rating, please confirm the fans, and intake/exhaust vents can be omitted from the design or leave the design unchanged and allow for a NEMA3R rating. Please advise.

Response 9: *Panel enclosure shall be revised to NEMA 12. Revision to Drawing E-25 shall be addressed via addendum.*

Question 10: Drawing E-04 indicates Remote IO-MCC is located inside an electrical building. Please confirm a NEMA12 enclosure is acceptable in lieu of the NEMA4X 316SS requirement on drawing E-25 to accommodate the panel mounted exterior exhaust fan and louvers or leave the design unchanged and allow for a NEMA3R rating. Please advise.

Response 10: *Installation location is indoor A/C environment Panel enclosure shall be revised to NEMA 12. Revision to Drawing E-25 shall be addressed via addendum.*

Question 11: Drawing E-17 depicts FP-4-1 and FP-4-2 filter control panels (located in the chemical building). Note 1 states the enclosure is to be NEMA4X 316SS despite the vent fans which leaves the interior panel space directly exposed to the environment and compromising the NEMA4X rating. To ensure the design doesn't compromise the NEMA4X rating, please confirm the exterior vent fans can be omitted from the design or leave the design unchanged and allow for a NEMA3R rating. Please advise.

Response 11: *Installation location is exterior on top deck of filter structure. The two Filter Panel enclosures shall be revised to NEMA 3R. Revision to Drawing E-17 shall be addressed via addendum.*

Question 12: Drawing E-30 depicts Remote IO-MCP control panel (located on the 2nd floor of the control building). Note 1 states the enclosure is to be NEMA4X 316SS despite the fans and louvered vents leaves the interior panel space directly exposed to the environment and compromising the NEMA4X rating. To ensure the design doesn't compromise the NEMA4X rating, please confirm the louvers and exterior fan can be omitted from the design or leave the design unchanged and allow for a NEMA3R rating. Please advise.

Response 12: *Installation location is indoor A/C environment. Panel enclosure shall be revised to NEMA 12. Revision to Drawing E-30 shall be addressed via addendum.*

Question 13: Drawing E-34 depicts a duplex pump control panel. Please confirm whether the duplex pcpc on drawing E-34 is the same as FP-PS on drawing I-09.

Response 13: *Yes, panel depicted on Drawing E-34, is same panel indicated on Drawing I-09*

ATTACHMENT 2

Non-Mandatory Pre-Bid Meeting Participant Listing

1. Summary

Meeting title	Pre-Bid Conference ITB No. 2025B-001 R. L. Pratt Plant SCADA System Upgrade
Registration page views	1
Registered participants	1
Canceled registrations	0
Attended participants	11
Start time	10/15/24, 1:52:27 PM
End time	10/15/24, 2:19:21 PM
Meeting duration	26m 54s
Average attendance time	18m 58s

2. Participants

Name	First Join	Last Leave	In-Meeting Duration	Email	Role
Sylvia Ward	10/15/24, 1:53:03 PM	10/15/24, 2:18:43 PM	25m 40s	sward@vpsfl.org	Organizer
Kimberly M. Wynn	10/15/24, 1:52:48 PM	10/15/24, 2:18:22 PM	25m 34s	kwynn@vpsfl.org	Organizer
Jane R. Worth	10/15/24, 2:05:12 PM	10/15/24, 2:19:21 PM	14m 9s	jworth@vpsfl.org	Organizer
Jose Suarez (External)	10/15/24, 1:54:25 PM	10/15/24, 2:18:36 PM	24m 11s	jsuarez@360electricalservices.com	Attendee
Andrew Klausner	10/15/24, 1:56:53 PM	10/15/24, 2:18:30 PM	21m 37s	aklausner@vpsfl.org	Presenter
Paul H. Ward	10/15/24, 1:58:23 PM	10/15/24, 2:18:27 PM	20m 4s	pward@vpsfl.org	Attendee
Nathan Chui (External)	10/15/24, 1:59:35 PM	10/15/24, 2:18:29 PM	18m 54s	nchui@reverecontrol.com	Attendee
Andre Sanatan (Unverified)	10/15/24, 2:00:17 PM	10/15/24, 2:19:02 PM			
Bortz, Stephanie (External)	10/15/24, 2:04:10 PM	10/15/24, 2:18:25 PM	14m 15s	SBortz@chasolutions.com	Presenter
Amanda Denton	10/15/24, 2:05:38 PM	10/15/24, 2:18:30 PM	12m 51s	adenton@Floridadesigncontractors.com	Attendee
Hammann, Doug (External)	10/15/24, 2:05:59 PM	10/15/24, 2:18:41 PM	12m 42s	DHammann@chasolutions.com	Presenter



ITB 2025B-001

R. L. Pratt Plant SCADA Upgrades

Virtual E-Bid Submittal Deadline- November 18, 2024 at 2:00 p.m.

Virtual E-Bid Opening - November 18, 2024 at 2:30 p.m.

Staff Present:

Sylvia Ward, Procurement Manager

Kimberly Wynn, Village Clerk

Andrew Klausner, Utilities Project Manager

Andre Sanatan, Project Coordinator

Meeting Start:

2:30pm

Meeting End:

2:33pm

Name	Email	Address	Lump Sum
Florida Design Contractors	bids@floridadesigncontractors.com	1326 South Killian Drive, Lake Park, FL 33403	\$ 1,310,180.00
Revere Control Systems, Inc.	bmatthews@reverecontrol.com	5201 Princeton Way, Hoover, Alabama 35226	\$ 1,472,772.00



November 19th, 2024
400-093.01

Submitted via email: aklausner@vpsfl.org

Mr. Andrew Klausner
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

Dear Mr. Klausner:

Reference: Recommendation of Award
Bid Number: 2025B-01
Task Order #226
SCADA System Upgrades RL Pratt Water Treatment Plant

The Village of Palm Springs received, opened and read aloud bids for the SCADA System Upgrades RL Pratt Water Treatment Plant project on Monday November 18th, 2024, at 2:30 P.M. Two (2) bids were received ranging in price from \$1,310,000.00 to \$1,472,772.00. The apparent low bid was submitted by Florida Design Contractors, LLC of Lake Park, FL.

The bid packages were reviewed and evaluated per the requirements of the bid documents as follows:

Florida Design Contractors, LLC.

The bid package submitted by the apparent low bidder was reviewed first. Per our review and evaluation, we did not note any incomplete items and all the necessary documents were provided.

Florida Design Contractors, LLC has successfully completed projects similar to the bid scope for municipal water and wastewater treatment facilities. Based on submitted past performance references and our knowledge of their capabilities, they are qualified to complete this project per the bid drawings and specifications.

Since the bid for the above referenced apparent low bidder was evaluated and found to be responsive, the bid package from the other bidder was not reviewed beyond the bid tabulation summary attached.

Based on the above evaluation, we recommend the Village award this construction contract to Florida Design Contractors, LLC. in the amount of \$1,310,000.00. We find this recommended amount to be approximately, 14% above the Engineer's final opinion of probable construction cost of \$1,151,000.00.

A certified bid tabulation has been attached. The bid tabulation lists the documents that were required to be submitted by the bidder with the bid proposal. An "X" indicates that the necessary documents were submitted and found to be in compliance with the requirements of the bidding phase of this project.

Mr. Andrew Klausner

November 19, 2024

If you have any questions or require additional information pertaining to this recommendation of award or the project in general, please do not hesitate to contact me.

Sincerely,



Douglas K. Hammann, P.E.

Encl.

Y:\Documents\Village\400-093.01 SCADA Upgrades RL Pratt WTP\Bid Evaluation and Recommendation of Award\Recommendation of Award.docx



BID TABULATION
SCADA UPGRADES RL PRATT WTP
VILLAGE OF PALM SPRINGS
400-093.01

Bids Received: November 18th, 2024.
Bid Opening: November 18th, 2024.

Bidder	00400	00410	00430	00431	00440	00451, with Bonding Company Affidavit	00452	00453	00454	00455	00456	00457	00459	Qualifications (00200, 3.01)	NDA	E-Verify	Insurance	Addendum 1	Amount
Florida Design Contractors, LLC	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	\$1,310,180.00
Revere Control Systems, LLC	X	X	X	X	X	X	X	X	X	X	X	X	X	NR	X	X	X	X	\$1,472,772.00

Notes:

1. Abbreviations:

X = Necessary documents were submitted NR = Not Received N/A = Not Applicable INC = Incomplete Document

This is to certify that this is a true and correct representation of the bids received, opened, and read aloud at 2:30 P.M. on November 18th, 2024.

Douglas Hammann, P.E.

LUMP SUM BID

Lump Sum Bid Price	\$ <u>1,235,180⁰⁰</u>
Lump Sum Contingency Allowance	\$75,000.00

Total of All Lump Sums

\$ 1,310,180⁰⁰

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 270 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 60 calendar days after the date of Substantial Completion (estimated at 330 calendar days after the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Contractor's License No.: CGC1528648 [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - G. Required Bidder Qualification Statement with supporting data; and
 - H. Documentation per Section 00200 – Instructions to Bidders, page 8, Article 15.04.

ARTICLE 8 – DEFINED TERMS

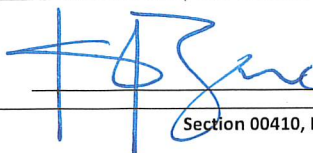
- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

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

Florida Design Contractors, LLC

By:
[Signature]



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

THIS AGREEMENT is by and between Village of Palm Springs ("Owner") and
Florida Design Contractors, LLC ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: SCADA System Upgrades -RL Pratt Water Treatment Plant

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by CHA Consulting, Inc.

3.02 The Owner has retained CHA Consulting, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

- A. The Work will be substantially completed within 270 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 300 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or 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: **\$1,310,180.00.**

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

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

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
	Not Applicable				
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$

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) **\$1,310,180.00**.
- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

NOTE(S) TO USER:

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 14, inclusive).

2. Performance bond (pages 1 to 3, inclusive).
3. Payment bond (pages 1 to 3, inclusive).
4. Other bonds.
 - a. (pages to , inclusive).
 - b. (pages to , inclusive).
 - c. (pages to , inclusive).
5. General Conditions (pages 1 to 65, inclusive).
6. Supplementary Conditions (pages 1 to 10, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings (not attached but incorporated by reference) consisting of 74 sheets with each sheet bearing the following general title: **SCADA System Upgrades RL Pratt Water Treatment Plant [or]** the Drawings listed on the attached sheet index.
9. Addenda (numbers 0 to 1, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 0 to 1, 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 Statutes. 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 than the following amounts or greater where required by Law and Regulations:
1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

a. State	Statutory
b. Applicable Federal	Statutory
c. Employer Liability:	
Bodily injury, each accident	\$1,000,000
Bodily injury by disease, each employee	\$500,000
Bodily injury/disease aggregate	\$1,000,000
d. Foreign voluntary worker compensation	Statutory
 2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

a. General Aggregate	\$2,000,000
b. Products – Completed Operations Aggregate	\$2,000,000
c. Personal and Advertising Injury	\$1,000,000
d. Each Occurrence/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 Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Contractor will advise the 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:

By: _____

By: _____

Title: Mayor

Title: _____

(Seal)

Attest: _____

Attest: _____

Title: Village Clerk

Title: Notary Public

Approved
as to
Form: _____

Title: Village Attorney

Address for giving notices:

226 Cypress Lane

Palm Springs FL, 33461

Address for giving notices:

License No.: _____
(where applicable)

LUMP SUM BID

Lump Sum Bid Price	\$ <u>1,235,180⁰⁰</u>
Lump Sum Contingency Allowance	\$75,000.00

Total of All Lump Sums

\$ 1,310,180⁰⁰

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 270 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 60 calendar days after the date of Substantial Completion (estimated at 330 calendar days after the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Contractor's License No.: CGC1528648 [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - G. Required Bidder Qualification Statement with supporting data; and
 - H. Documentation per Section 00200 – Instructions to Bidders, page 8, Article 15.04.

ARTICLE 8 – DEFINED TERMS

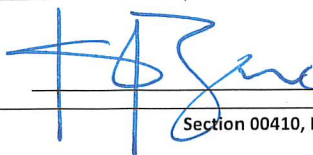
- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

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

Florida Design Contractors, LLC

By:
[Signature]



Fiscal Impact: RL PRATT WTP SCADA UPGRADES

<i>Allocated/Estimated Project Funding FY 2025:</i>	<i>Amount</i>
Approved Funding - Water and Sewer Enterprise Fund:	\$1,330,000.00
TOTAL ALLOCATED/APPROVED BUDGET FY 2024	\$1,330,000.00
<i>Expected Project Costs FY 2024:</i>	<i>Amount</i>
Projected Costs - Construction - Water and Sewer Fund (TO #316 & 323):	\$1,310,180.00
TOTAL PROJECT REQUEST/COSTS FY 2024:	\$1,310,180.00



Village of Palm Springs

Executive Brief

AGENDA DATE: December 12, 2024

DEPARTMENT: Utilities

ITEM #12: Resolution No. 2024-76 - Work Authorization No. BW-U001- Kirk Road Water Main Relocation Project - Task Order No. 362 -Utilities Department FY 2025 Budget Funded Water & Sewer Enterprise Fund – Agreement between – the Village of Palm Springs, Village and Baxter & Woodman, Inc.

SUMMARY: The Village owns a 12-inch water main that crosses over the Lake Worth Drainage Districts (LWDD) L-11 canal at Kirk Road. Palm Beach County (PBC) must replace a failing culvert at this location. The LWDD is requiring PBC to increase the size of the proposed culvert to meet current standards, putting the proposed new culvert in direct conflict with the Village's existing water main. The Village must relocate the existing water main to remove this conflict. Work Authorization No. BW-U001 will support all required professional engineering services and related tasks associated with The Kirk Road Water Main Relocation Project.

Staff recommends approval of the proposed Work Authorization No. BW-U001 with Baxter Woodman, Inc. for the amount of \$83,870.00 for professional engineering services associated with the Kirk Road Water Main Relocation Project. If approved, the Village would accept Baxter & Woodman, Inc. pricing as outlined within the previously approved General Consulting Services Continuing Contract with Baxter & Woodman, Inc. including all terms, conditions, and pricing therein.

NOTE: The Village issued a Request for Qualifications RFQ for Professional Engineering Services RFQ No. 2024R - 001 - Utility Engineering Services Continuing Contracts in accordance with the Consultants Competitive Negotiation Act CCNA - Section 287.55, Florida Statutes.

The proposed Work Authorization No. BW-U001 for the Kirk Road Water Main Relocation Project TO No. 362 was prepared by Baxter & Woodman, Inc. and reviewed by the Assistant Utilities Director, Utilities Director, Village Attorney, and Finance Director.

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

FISCAL IMPACT:

Funding to support purchases under this proposed agreement was not available within the FY 2025 Budget - Water & Sewer Enterprise Fund. over the term of this contract. 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. The Village will not expend more than the amount in the approved Budget as it may be adopted/amended each year for those goods and services

ATTACHMENTS:

1. Resolution No. 2024-76 - Baxter and Woodman, Inc. - Kirk Road Water Main Relocation
2. Work Authorization - Baxter Woodman - Kirk Road Water Main Relocation
3. Fiscal Impact Statement

RESOLUTION NO. 2024-76

A RESOLUTION OF THE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, TO APPROVE WORK AUTHORIZATION NO. 1 (TO #362) WITH BAXTER WOODMAN, INC. FOR AN AMOUNT NOT TO EXCEED \$83,870.00, FOR PROFESSIONAL ENGINEERING SERVICES ASSOCIATED WITH THE KIRK ROAD WATER MAIN RELOCATION PROJECT, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs requires professional engineering services associated with the Kirk Road Water Main Relocation Project; and

WHEREAS, Public Works advertised RFQ No. 2024R-001 - (TO #362) - in the Palm Beach Post, on January 11, 2024, and also posted on DemandStar; and

WHEREAS, Baxter Woodman Inc., located at 1601 Forum Place, Suite #400, West Palm Beach, FL 33401. If approved, the Village would accept Baxter & Woodman, Inc., pricing as outlined with the previously approved General Consulting Services Continuing Contract; and

WHEREAS, Staff have reviewed and considered the proposal from Baxter Woodman, Inc. and find that it is in the Village's best interest to approve the work of Work Authorization No. 1.

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

Section 1: The Village of Palm Springs approves Work Authorization No. 1 with Baxter & Woodman, Inc., (TO #362) for the professional engineering services associated with the Kirk Road Water Main Relocation Project, in the amount not to exceed \$83,870.00.

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

Resolution No. 2024-76 – WO No. 1 (TO #362) Baxter and Woodman, Inc.

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			
JONI BRINKMAN, VICE MAYOR			
KIMBERLY SCHMITZ, MAYOR PRO TEM			
PATTI WALLER, COUNCIL MEMBER			
GARY READY, COUNCIL MEMBER			

The Mayor thereupon declared this Resolution duly passed and adopted this 12th day of December 2024.

VILLAGE OF PALM SPRINGS, FLORIDA

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

CONSULTING SERVICE WORK AUTHORIZATION

DATE : **December 12th, 2024.**

VILLAGE RFQ. NO.: **2024R-001**

WORK AUTHORIZATION NO.: **BW-U001** FOR CONSULTING SERVICES

TASK ORDER (PROJECT) NO.: **362** G/L CODE: **41336-56300**

BAXTER &

WOODMAN, INC. PROJECT NO.: **2401608**

PROJECT TITLE: **Kirk Road Water Main Relocation**

This Work Authorization, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated June 13, 2024 between the Village of Palm Springs ("VILLAGE"), and Baxter & Woodman, Inc. ("CONSULTANT") hereafter referred to as the Agreement.

I. PROJECT DESCRIPTION

The VILLAGE has selected the CONSULTANT to perform engineering design, permitting, bidding, construction administration and resident project representative services for the relocation of an existing 12" water main along Kirk Road to avoid a conflict with Palm Beach County's (PBC) proposed L-11 Canal 6'x10' box culvert (PBC Project No. 0223502, "Kirk Road Over LWDD L-11 Canal – Culvert Replacement" (PBC Project)) that will replace an existing damaged culvert. The VILLAGE will enter a joint powers agreement (JPA) with the PBC to combine the VILLAGE and PBC projects into a single bid that will be administered by PBC. CONSULTANT shall assist the VILLAGE on an as needed basis during the bidding and construction portion of the project.

II. SCOPE OF SERVICES

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

TASK 1 – PROJECT MANAGEMENT

Subtask 1.1 Project Management

The CONSULTANT shall confer with the VILLAGE from time to time, to clarify and define the general scope, extent and character of the project. Plan, schedule, and control the activities necessary to complete the Project including managing the budget, schedule, scope, performance, and invoicing.

Subtask 1.2 Design Meetings

The CONSULTANT shall conduct a kick-off meeting and one (1) design workshop meeting (90%

stage) with VILLAGE staff. CONSULTANT shall provide an agenda and a written summary of the issues discussed for each meeting. VILLAGE staff shall provide comments on submitted 90% stage documents 48 hours in advance of the design workshop meetings.

Subtask 1.3 – Coordination with Palm Beach County

The CONSULTANT will coordinate with PBC and their consultant regarding the box culvert improvements. It is understood that PBC will include line stops/plugs within the 12” water main for the VILLAGE’s future connection to deflect the 12” water main.

CONSULTANT shall review PBC’s design for the proposed location of the line stops/plugs on behalf of the VILLAGE.

TASK 2 – DATA COLLECTION

Subtask 2.1 Field Investigation

The CONSULTANT shall conduct a field review of the project limits to become familiar with the project site and understand the general project conditions pertinent to the design.

Subtask 2.2 Survey

The CONSULTANT specifically excludes survey services within this scope of work. It is understood that PBC will provide the survey completed by a Florida Licensed Professional Land Surveyor for the design of the PBC Project. CONSULTANT shall review and utilize the survey in the design of this project. Any data required to complete the design that is not included in the survey from PBC shall be provided by the VILLAGE unless otherwise requested from CONSULTANT in which a supplement would be required for additional services.

TASK 3 – DESIGN SERVICES

Subtask 3.1 Design Drawings

The CONSULTANT shall prepare design drawings that include: cover sheet, general notes, plan/profile drawings, and detail sheets. The drawing scale shall be 1-inch equals 20 feet for plan and 1-inch equals 2 feet for profile. CONSULTANT shall prepare the engineering design elements on topographic survey information (provided by PBC) in an AutoCAD format. Design drawings shall be submitted for VILLAGE review at the 90% design stage. The CONSULTANT shall meet with the VILLAGE to discuss comments and incorporate comments into the 100% (Bid Set) design drawings. The CONSULTANT shall provide plans in PDF format of the 90% and 100% (Bid Set) design drawings, one (1) set of AutoCAD files in electronic format upon completion of the Project bidding.

Subtask 3.2 Technical Specifications

Technical specifications shall be prepared by CONSULTANT for bidding purposes for the proposed improvements within the Project area. Since this project is a JPA, the technical specifications will

be specific to the technical aspects of construction while the general conditions, “Front-End” and Division 1 specifications, shall be the responsibility of PBC. Technical specifications shall be submitted for VILLAGE review at the 90% design stage. The CONSULTANT shall meet with the VILLAGE to discuss comments and incorporate comments into the 100% (Bid Set) technical specifications. CONSULTANT will assist in the review of “Front-End” documents as necessary as it pertains to the VILLAGE’s project only. The CONSULTANT shall provide technical specifications in PDF format of the 90% and 100% (Bid Set) technical specifications.

Subtask 3.3 Engineer’s Opinion of Probable Construction Cost

CONSULTANT shall prepare an Engineer’s Opinion of Probable Construction Cost (EOPCC) for the 90% and 100% design stage. The EOPCC shall be updated according to the proposed improvements reflected in each design stage.

TASK 4 – PERMITTING

CONSULTANT shall meet with potential permitting and other interested agencies to determine all potential permitting requirements.

CONSULTANT shall prepare the permit applications for the appropriate regulator agencies and assist the VILLAGE in consultations with the regulatory agencies including:

- 1 . Attend up to one (1) pre-application meeting and/or teleconference meeting with the staff of each agency.
- 2 . Attend up to one (1) meeting and/or teleconference meeting with the staff of each agency during the review of the permit application.
- 3 . Respond to request(s) for additional information from each agency.

Subtask 4.1 Florida Department of Health – Palm Beach County

CONSULTANT shall apply for the Notice of Intent to Use the General Permit for Construction of Water Main Extensions for PWSs.

Subtask 4.2 Lake Worth Drainage District Utility Right-of-Way

CONSULTANT shall apply for the Palm Beach County Utility Right-of-Way permit to construct the water main improvements within the right-of-way of Kirk Road.

TASK 5 – BIDDING SERVICES

PBC will be responsible for the bidding of the project. CONSULTANT shall assist the VILLAGE during the bidding process on limited scope as identified herein.

Subtask 5.1 Pre-Bid Conference

CONSULTANT shall attend a pre-bid conference in conjunction with VILLAGE and PBC.

Subtask 5.2 Bid Clarification/Addenda

CONSULTANT shall assist VILLAGE in responding to requests for information specifically in reference to the VILLAGE's project and shall provide supplemental information or clarification, as appropriate, to interpret, clarify, or expand the bidding documents to all prospective bidders during the bid period. PBC shall be responsible for issuing any addenda to prospective bidders.

Subtask 5.3 Conformed Contract Documents

CONSULTANT shall provide conformed drawings and technical specifications incorporating addenda issued during bidding for use by the Contractor, VILLAGE, and PBC during construction.

TASK 6 – CONSTRUCTION ADMINISTRATION**Subtask 6.1 Pre-Construction Meeting**

CONSULTANT shall attend a Pre-Construction Meeting conducted by PBC.

Subtask 6.2 Contractor Submittals and Shop Drawings

The CONSULTANT shall review shop drawings, material samples, laboratory tests, and related information and provide written responses within 14 calendar days to VILLAGE staff regarding the suitability of the proposed equipment and materials to be incorporated into the project for items specific to the VILLAGE project only. Items reviewed, actions taken (including allowed substitutions), and recommendations made will be maintained in a log. It is assumed that up to 20 submittals will be reviewed as part of this task. Additional reviews of a particular submittal after the second time it has been reviewed are not included in this assumed number of submittals.

Subtask 6.3 Project Meetings

CONSULTANT shall attend progress meetings every month. Six (6) progress meetings are included in the budget for this task.

Subtask 6.4 Clarifications/Request for Information

CONSULTANT shall provide responds in writing to Contractor's Request for Information (RFI) as issued by PBC to CONSULTANT regarding the Contract Documents during the 6-month construction period. CONSULTANT shall issue RFI interpretations and clarifications of the Contract Documents, along with associated support materials, as requested by the Contractor to PBC. These interpretations will be rendered and a response prepared and submitted to PBC within a target time-frame of five (5) working days.

Subtask 6.5 Pay Estimate Review

CONSULTANT shall review Monthly Pay Applications from the Contractor (assumed a total of six (6)) on items within the VILLAGE project. CONSULTANT shall verify the lump sum percentage quantities as approved on the Schedule of Values and unit quantities represented on the approved Pay Application. Once reviewed, CONSULTANT shall provide a recommendation to PBC on how to proceed with payment to the Contractor.

Subtask 6.6 Progressive As-built Record Drawing Review

CONSULTANT shall review Contractor's Monthly Progressive As-built information provided by the Contractor, developed by a third-party Florida Licensed Surveyor utilizing computer aided design (CAD) for the VILLAGE's project only. Review comments will be made on a monthly basis and distributed to the Contractor and saved to e-Builder.

Subtask 6.7 Permit Clearance Package Processing

CONSULTANT shall assist with preparation of Permit Clearance Packages for all associated VILLAGE obtained permits.

Subtask 6.8 Substantial and Final Inspection & Project Closeout

CONSULTANT in conjunction with VILLAGE, shall make substantial and final inspections for the VILLAGE portion of the project. Per the substantial completion inspection, CONSULTANT shall prepare a Contractor "Punch List" to achieve Final Completion and issue this to PBC. CONSULTANT shall review completion of identified punch list items to assist in the determination that Substantial Completion has been achieved by the Contractor. CONSULTANT shall advise VILLAGE that Final Acceptance of the project has been reached in accordance with the Contract Documents and will issue a Completion Station per regulatory agencies' requirements.

CONSULTANT shall assist VILLAGE with permit termination packages, operating and maintenance manuals, final record drawings, and all other Project Closeout Tasks to complete the VILLAGE's portion of the project.

TASK 7 – RESIDENT PROJECT REPRESENTATIVE

Subtask 7.1 Resident Project Representative

Provide a part-time (approx. 20 hours/week) Resident Project Representative (RPR) during the construction of the project in a total period of not-to-exceed 4 months for the construction contract. (Assumes the first month of construction will include shop drawing approval and material procurement and the last month the project is in Substantial Completion with daily RPR activities being limited to as needed basis). Activities performed under this task consist of furnishing a RPR during the actual construction of the project, to observe the quality of the construction work, and to determine, in general, if the construction is proceeding in accordance with the contract documents so that an engineering certification can be made regarding the construction of the proposed improvements. The RPR shall:

- Serve as CONSULTANTS liaison with contractor, working principally through the contractor's construction manager and assist him in understanding the intent of the Contract Documents.
- Conduct on-site observations of the work in progress to assist in determining if the work is proceeding in accordance with the Contract Documents and that completed work conforms to the Contract Documents. Report, in writing, whenever CONSULTANT believes that work is unsatisfactory, faulty or defective, or does not conform to the Contract Documents, or does not meet the requirements of inspections, tests or approval required to be made, or has been damaged prior to final payment.
- Accompany visiting inspectors representing public or regulatory agencies having jurisdiction over the project. Record, in writing, the outcome of these inspections and report same to VILLAGE.
- Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report them to VILLAGE, in writing. CONSULTANT shall make recommendation for action by the VILLAGE.
- Observe all flushing and pressure testing of the piping.

- Assist the Contractor in coordinating all required density testing, etc. as required by the Construction Documents.
- Attend start-ups of all equipment.
- Review work progress at key steps to allow certifications to the PBCHD that work was completed in substantial conformance with the Contract Documents.

LIMITATIONS OF AUTHORITY

Except upon written instructions of CONSULTANT, Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
2. Shall not exceed limitations on CONSULTANT's authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, Subcontractors or Construction Manager, or expedite the Work.
4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
5. Shall not authorize Owner to occupy the Project in whole or in part.

III. **DELIVERABLES**

CONSULTANT will provide deliverables in the format as identified in this Work Authorization within **Table 1**.

Table 1 Deliverables

TASKS	DELIVERABLES	FORMAT
1. Meetings and Coordination	Meeting Agendas Meeting Minutes	Electronic PDF
2. Data Collection	Not Applicable	Not Applicable
3. Design Services	90% Drawings, Technical Specifications and EOPCC 100% Drawings, Technical Specifications and EOPCC	Electronic PDF
4. Permitting	Palm Beach County Building Department Cursory Review Report South Florida Water Management District Certification	Electronic PDF
5. Bidding Services	Bid Advertisement Bid Clarification/Addenda Contract Award Recommendation Conformed Contract Documents	Electronic PDF
6. Construction Administration	Meeting Agendas and Minutes Shop Drawing Reviews Pay Application Reviews CO/CACD Schedule Reviews Progressive As-Built Record Drawing Reviews Permit Clearance Packages Substantial and Final Inspection & Project Closeouts	Electronic PDF
7. Resident Project Representative	Inspection Reports	Electronic PDF

IV. **SCHEDULE**

Upon receipt of Notice-To-Proceed the CONSULTANT will complete the services identified in this Work Authorization within the schedule outlined in **Table 2**.

Table 2 Schedule

<u>Activity</u>	<u>Time to Complete (Calendar Days)</u>	<u>Cumulative Time to Complete (Calendar Days)</u>
Task 1 Meetings and Coordination	315	315
Task 2 Data Collection	15	15
Task 3 Design Services	60	75
Task 4 Permitting	60	135
Task 5 Bidding Services	60	195
Task 6 Construction Administration	120	315
Task 7 Resident Project Representative	120	315

* The schedule is based upon conducting a review meeting within 7 calendar days after the VILLAGE receives the design submittal. All review comments shall be provided to CONSULTANT within 5 calendar days after the VILLAGE receives the submittal. An adjustment to the overall schedule will be required in the event the review meeting takes longer to be conducted and/or obtaining comments takes longer to receive.

V. **COMPENSATION AND PAYMENT**

The CONSULTANT will perform the tasks as outlined in the scope of services for an hourly Not-To-Exceed Fee of **\$83,870** as outlined in **Table 3** and further detailed in **Attachment A**.

Table 3 Budget Summary

Description	Total
Task 1 Project Management	\$14,450
Task 2 Data Collection	\$2,320
Task 3 Design Services	\$22,140
Task 4 Permitting	\$4,340
Task 5 Bidding Services	\$7,550
Task 6 Construction Administration	\$19,870
Task 7 Resident Project Representative	\$11,200
Reimbursable Expense	\$2,000
TOTAL	\$83,870

VI. ASSUMPTIONS

Work described herein is based upon the assumptions listed below. If conditions differ from those assumed in a manner that will affect schedule or Scope of Work, CONSULTANT shall advise VILLAGE in writing of the magnitude of the required adjustments. Changes in completion schedule or compensation to CONSULTANT will be negotiated with VILLAGE. Services to be provided by the VILLAGE and other related key assumptions include:

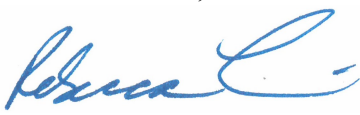
1. VILLAGE will provide CONSULTANT record drawings of all improvements included in the project Scope of Work, if any changes have been made since the completion of the record drawings, the VILLAGE shall identify the changes.
2. VILLAGE will acquire and provide .dwg (AutoCAD) files for the survey, proposed engineering design, geotechnical investigation, and subsurface utility engineering for PBC Project No. 2023502, "Kirk Road Over LWDD L-11 Canal - Culvert Replacement" for CONSULTANT's use to design the relocation of the water main. CONSULTANT specifically excludes any data collection services other than to review collected data as provided by the VILLAGE. Any additional data collection needed to complete the design may be considered Additional Service.
3. VILLAGE will reimburse CONSULTANT for the payment of any permit fees.
4. CONSULTANT's schedule assumes PBC's design will be final within 45 days of CONSULTANT's NTP to avoid delays in project schedule.
5. CONSULTANT assumes that all existing infrastructure, above and below ground, has been investigated and identified in the survey provided by the VILLAGE.
6. CONSULTANT will utilize PBC design drawings from PBC Project No. 2023502, "Kirk Road Over LWDD L-11 Canal - Culvert Replacement" to design the water main relocation. The design shall be based on the drawings provided to CONSULTANT at the kick-off meeting. Any changes to the PBC project that will require updates to the design may be considered Additional Services.
7. CONSULTANT specifically excludes permitting with PBC for Utility R/W permit since the project will be under a JPA with PBC.
8. CONSULTANT will design the improvements based on the Federal, State, and local codes and standards in effect at the beginning of the project. Revisions required for compliance with any subsequent changes to those regulations is considered an Additional Services Item not currently included in this Scope of Work.
9. CONSULTANT assumes a single bidding effort. Re-bidding of the project is considered an Additional Services item not currently included in this Scope of Work.
10. CONSULTANT specifically excludes from the Scope of Work the services for addressing a bid protest.

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 June 13, 2024, by and between the Village of Palm Springs (“VILLAGE”) and Baxter & Woodman, Inc. (“CONSULTANT”). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

BAXTER & WOODMAN, INC.

VILLAGE OF PALM SPRINGS

By: 

By: _____

Print Name: Rebecca Travis

Title: Executive Vice President

Date: _____

Village Attorney's Office

Approved as to form and legality

By: _____

(Required if over \$35,000)

Attachment A
Village of Palm Springs
Kirk Road Water Main Relocation

Engineering Fee Proposal

Task No.	Task Description	Labor Classification and Hourly Rates									
		Executive Vice President \$260.00	Engineer VI \$230.00	Engineer III \$175.00	Engineer II \$155.00	CAD Tech III \$150.00	Const. Manager II \$200.00	Eng Tech III \$140.00	Admin Support \$100.00	Total Labor	Sub-Consultant Services
1	Project Management										
1.1	Project Management	10	22						11	\$8,760	
1.2	Design Meetings (Kick-off, 90% Design Review)		2	6						\$1,510	
1.3	Coordination with Palm Beach County		6	16						\$4,180	
	Subtotal Task 1	10	30	22					11	\$14,450	
2	Data Collection										
2.1	Field Investigation		2	4						\$1,160	
2.2	Survey		2	4						\$1,160	
	Subtotal Task 2		4	8						\$2,320	
3	Design Services										
3.1	Design Drawings (90% and 100%)		8	30		30	4			\$12,390	
3.2	Technical Specifications (90% and 100%)		8	30			4		4	\$8,290	
3.3	Engineer's Opinion of Probable Construction Cost (90% and 100%)		2	4		2				\$1,460	
	Subtotal Task 3		18	64		32	8		4	\$22,140	
4	Permitting										
4.1	Florida Department of Health - Palm Beach County		2	8	2					\$2,170	
4.2	Lake Worth Drainage District Utility Right-of-Way		2	8	2					\$2,170	
	Subtotal Task 4		4	16	4					\$4,340	
5	Bidding Services										
5.1	Bid Advertisement			2						\$350	
5.2	Pre-Bid Conference		2	4						\$1,160	
5.3	Bid Clarification/Addenda		2	8						\$1,860	
5.4	Contract Award			2	8					\$1,590	
5.5	Conformed Contract Documents			2	8	4			4	\$2,590	
	Subtotal Task 5		4	18	16	4			4	\$7,550	
6	Construction Administration Services										
6.1	Pre-Construction Meeting			2			2	2		\$1,030	
6.2	Contractor Submittals and Shop Drawings		4	16						\$3,720	
6.3	Project Meetings		6	12						\$3,480	
6.4	Clarifications/Request for Information		4	20						\$4,420	
6.5	Pay Estimate Review						8			\$1,600	
6.6	Progressive As-Built Record Drawing Review				4		2			\$1,020	
6.7	Permit Clearance Package Processing			4	8		2			\$2,340	
6.8	Substantial and Final Inspection & Project Closeout			2	2		8			\$2,260	
	Subtotal Task 6		14	56	14		22	2		\$19,870	
7	Resident Project Prerepresentative										
7.1	Resident Project Representative							80		\$11,200	
	Subtotal Task 7							80		\$11,200	
	Labor Subtotal Hours	10	74	184	34	36	30	82	19		
	Labor Subtotal Costs	\$2,600	\$17,020	\$32,200	\$5,270	\$5,400	\$6,000	\$11,480	\$1,900	\$81,870	
	Labor Total Costs	\$81,870									
	Subconsultant Costs Total										
	Subconsultant Multiplier	1.1									
	Subconsultant Total										
	Reimbursable Expenses	\$2,000									
	Project Total	\$83,870									



Village Of Palm Springs

Fiscal Impact Statement.

Agenda Date: December 12th, 2024.

Department: Utilities.

Work Authorization No: BW-U001.

Village RFQ. No: RFQ-2024R-001.

Task Order No: 362.

G/L Code: 41336-56300.

Description.	Total.
Task 1 – Project Management.	\$14,450.00.
Task 2 – Data Collection.	\$2,320.00.
Task 3 – Design Services.	\$22,140.00.
Task 4 – Permitting.	\$4,340.00.
Task 5 – Bidding Services.	\$7,550.00.
Task 6 – Construction Administration.	\$19,870.00.
Task 7 – Resident Project Representative.	\$11,200.00.
Reimbursable Expense.	\$2,000.00.
Total.	\$83,870.00.



Village of Palm Springs

Executive Brief

AGENDA DATE: December 12, 2024

DEPARTMENT: Police Department

ITEM #13: SUMMARY: This amendment is intended to reinstate the term dates specified in the original agreement with Flock Safety concerning the provision of license plate reader equipment and related services. The updated term dates will now coincide with the installation date of the last set of cameras, as well as the point at which all equipment is fully operational and ready for use. This ensures that the duration of the agreement accurately reflects the timeline of equipment deployment and the commencement of services.

This amendment is to re-establish the term dates of the original agreement with Flock Safety.

FISCAL IMPACT:

There is no fiscal impact in this agreement.

ATTACHMENTS:

1. First Amendment (Village Of Palm Springs FL) (1)
2. Amendment to Flock Safety

**First Amendment to
Flock Safety Flowdown Government Agency Terms Agreement**

This First Amendment to the Flock Safety Flowdown Government Agency Terms Agreement ("Amendment") is entered into on _____, 2024 by and between the **Village of Palm Springs, Florida**, a municipal corporation organized and existing under the laws of the State of Florida ("Village") and **Flock Group Inc.**, a corporation authorized to do business in the State of Florida ("Flock").

Whereas, the Village and Flock entered into the Flock Safety Flowdown Government Agency Terms Agreement effective March 17, 2023 ("Agreement"); and

Whereas, the parties now desire to amend the Agreement to modify the term of the Agreement for a commencement date of July 16, 2024 for two (2) years and expiring on July 15, 2026; and,

Whereas, the parties agree that amending the Agreement is in the best interests of the parties and serves a valid public purpose.

Now, therefore, in consideration of the benefits and obligations of this Agreement, the Parties mutually agree as follows:

1. **TERM**: The Term of the Agreement shall be from July 16, 2024 to July 15, 2026.
2. **HUMAN TRAFFICKING**: The following provision is required to be included in the Agreement pursuant to Florida Statutes:

By signing this Amendment as set forth below, Flock's authorized representative swears or affirms under the penalty of perjury that Flock does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

3. **FORCE AND EFFECT**: All other terms and conditions set forth in the Agreement shall remain in full force and effect, except as expressly modified hereinabove.

4. **Entire Agreement**: This Amendment and the Agreement set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein and in the Agreement. None of the provisions, terms and conditions contained in the Agreement or this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

5. **Legal Effect**: This Amendment shall not become binding and effective until approved by the Village Council.

6. **Counterparts**: This Amendment may be executed electronically or digitally and in counterparts and the same shall be considered an original of each party.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Flock Safety Flowdown Government Agency Terms Agreement as of the date first above written.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Bev Smith, Mayor

ATTEST:

Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

Christy Goddeau, Village Attorney

FLOCK:

FLOCK GROUP INC.

By: _____
Print Name: Mark Smith
Print Position: General Counsel

[Corporate Seal]

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

THE FOREGOING instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 01ST day of NOVEMBER, 2024, by MARK ANTONIO SMITH of Flock Group Inc., a corporation authorized to do business in the State of Florida, who is personally known to me or who has produced CALIFORNIA DRIVER LICENSE as identification, and who did swear or affirm under penalty of perjury that the facts stated with regard to section 787.09, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind Flock Group Inc. to the same.

Notary Seal:



Notary Public Signature



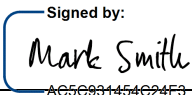
FLOCK GROUP INC.
AMENDMENT

This amendment (the “**Amendment**”) is made between Flock Group Inc. (“**Flock**”) and FL - The Village of Palm Springs PD (“**Customer**”), collectively referred to as (the “**Parties**”).

- 1. Scope. This Amendment supersedes and amends the previously executed agreement between the Parties, dated 3/17/2023, relating to the provision of services by Flock to Customer and any schedules attached thereto or incorporated therein by reference (the “**Agreement**”). The remainder of the Agreement shall remain in full force and effect.
- 2. Conflict. In the event of a conflict between this Amendment and the Agreement or any previous amendment, the terms of this Amendment will prevail.
- 3. Capitalization. Any capitalized terms used in this Amendment will have the same meaning as in the Agreement, unless expressly defined otherwise.
- 4. Effective Date. This Amendment will become effective when executed by both Parties (the “**Effective Date**”).

The Agreement is amended as follows: The Term of this Agreement shall be from 7/16/2024 to 7/15/2026.

By executing this Amendment, Customer represents and warrants that it has read and agrees to all of the terms contained herein.

FLOCK GROUP INC.	FL - The Village of Palm Springs PD
By: Signed by:  AC5C931454C24F3...	By: _____
Name: Mark Smith	Name: _____
Title: General Counsel	Title: _____
Date: 11/4/2024	Date: _____



Village of Palm Springs

Executive Brief

AGENDA DATE: December 12, 2024

DEPARTMENT: HR Department

ITEM #14: Police Benevolent Association (PBA) Agreement - Reopener - 2025

Summary: The Village Council is requested to approve the proposed (PBA) Collective Bargaining Reopener with an effective date of October 2, 2024

This year, the Village conducted a review of neighboring Police Departments starting salaries for Police Officers. This was completed to determine where the Village stood in the market compared to other agencies. The goal is for the Village to be competitive when hiring and retaining police officers. A review of the data confirmed the Village was the lowest in the market. Therefore, the starting pay has been increased from \$60,021 to \$70,019, which places the Village in a competitive position. Additionally, an increase to the salaries of all current Police Officers, Lieutenants, and Sergeants will be effective on October 2, 2024 (the first full pay period) and implemented after approval by the Council.

The Articles with significant changes from the previous contract are:

- Article 41
- Appendix "C" Salaries

Note: There will be no merit increases for FY 2025.

PBA members will vote on the proposed contract on 12/3/24 and 12/4/24. If the vote passes, the contract will go into effect on October 2, 2024.

FISCAL IMPACT:

The impacts related to the proposed salary increases have been included within the approved FY 2025 Budget - General Fund.

ATTACHMENTS:

1. Appendix C - TA'ed by Village and PBA 11-21-24
2. Article 41 - TA'ed by Village and PBA 11-26-24

Appendix C ("Topped Out Officers")

Jan Hansen
Frank Milow
Sean Grant
Frank Castro
John Gee
Antonio Perez
Tommaso Avella
Claudio Ferrer

The above employee's salary will not exceed \$120,146.86 annually for fiscal year 2024/2025.

This Agreement to exceed the maximum salary of \$116,747.44 is for these eight (8) employees only and is for fiscal year 2024/2025 only.

Appendix C ("Topped Out Sergeant")

Gregory Croucher

The above employee's salary will not exceed \$132,460.69 annually for fiscal year 2024/2025.

This Agreement to exceed the maximum salary of \$131,149.20 is for this employee only and is for fiscal year 2024/2025 only.

Appendix C ("Topped Out Lieutenant")

Michele Vazquez

The above employee's salary will not exceed \$149,004.49 annually for fiscal year 2024/2025.

This Agreement to exceed the maximum salary of \$147,529.20 is for this employee only and is for fiscal year 2024/2025 only.

Village/Date 11-20-24

Union/Date 11-21-24 ^{TA's}

PALM SPRINGS
POLICE OFFICERS'/SERGEANTS
CONTRACTS
BETWEEN THE
VILLAGE OF PALM SPRINGS



AND
THE PALM BEACH COUNTY
POLICE BENEVOLENT ASSOCIATION



2024 Re-Opener

Village/Date _____

Union/Date 11/20/24 *[Signature]*

Article 41

Salary

For Fiscal Year 2022/2023:

- 41.1 All Bargaining Unit Members shall be evaluated, but no merit increases shall be provided in year 1.
- 41.2 As of October 1, 2022, all new hires with the rank of Police Officer shall receive a starting salary of \$60,021.58. All existing Bargaining Unit Members will receive a three percent (3%) Across The Board increase and a market-based salary adjustment of eleven-point-five percent (11.5%), payable the first full pay period of fiscal year 2022/2023 which begins Wednesday, October 5 through Tuesday, October 11.

Only employees identified in Appendix C ("Topped Out") shall be permitted to exceed the maximum of the pay range and shall only receive Across the Board increases.

- 41.3 All Bargaining Unit Members shall be evaluated, but no merit increases shall be provided in year 1. If a score of 27 or less is received on the **General Employee Evaluation Form**, the member can appeal (but not grieve) within ten (10) calendar days to the Chief of Police with the Village Manager being the final decision maker.

All Bargaining Unit Members shall be evaluated, but no merit increases shall be provided in year 1. If a score of less than 36 is received on the **Supervisor Employee Evaluation Form**, the member can appeal (but not grieve) within ten (10) calendar days to the Chief of Police with the Village Manager being the final decision maker.

For Fiscal Year 2023/2024:

- 41.4 As of October 1, 2023, all Bargaining unit members will receive a three percent (3%) Across the Board increase, payable the first full pay period of fiscal year 2023/2024. The minimum and maximum of the pay range shall be adjusted by the same three percent (3%) Across the Board increase.
- 41.5 Unless "topped out" all Bargaining Unit members who receive a satisfactory evaluation (a score of 28 for general employees; 36 for supervisors) will receive a two percent (2%) merit increase to their base rate of pay. If an unsatisfactory evaluation is received, the member can appeal (but not grieve) within ten (10) calendar days to the Chief of Police with the Village Manager being the final decision maker. Each increase will take effect upon the first full pay period following the anniversary date.

Village/Date

10-22-24

Union/Date

11/26/24 LF

- 41.6 At any time during the term of this Agreement, Village will implement a bi-weekly payroll period. The Village will provide employees with a minimum of 30 days' notice prior to implementing the new bi-weekly payroll period.

For Fiscal Year 2024/2025:

- 41.7 As of October 1, 2024, all new hires with the rank of Police Officer shall receive a starting salary of \$70,019.04 (\$32.06/hour), which shall be the minimum salary for all Police Officers. All existing Bargaining Unit Members will receive a market adjustment and across the board increase up to 13% to the maximum of the pay range effective October 1, 2024, payable the first full pay period of fiscal year 2024/2025 which begins Wednesday, October 2 through Tuesday, October 8. The minimum and maximum of the pay range shall be increased by thirteen percent (13%) (the "new pay range").

- 41.8 Only employees identified in Appendix C ("Topped Out") shall be permitted to exceed the maximum of the new pay range as reflected in Appendix C.

All Bargaining Unit Members shall be evaluated, but **no merit increases** shall be provided. If a score of 27 or less is received on the **General Employee Evaluation Form**, the member can appeal (but not grieve) within ten (10) calendar days to the Chief of Police with the Village Manager being the final decision maker.

All Bargaining Unit Members shall be evaluated, but **no merit increases** shall be provided. If a score of less than 36 is received on the **Supervisor Employee Evaluation Form**, the member can appeal (but not grieve) within ten (10) calendar days to the Chief of Police with the Village Manager being the final decision maker.

- 41.9 At any time during the term of this Agreement, Village will implement a bi-weekly payroll period. The Village will provide employees with a minimum of 30 days' notice prior to implementing the new bi-weekly payroll period.

- 41.10 Village Employees will be permitted to "cash out" up to forty (40) hours of paid leave time or compensatory time during the two-week period prior to the implementation of the bi-weekly payroll period.

Village/Date 10-27-24

Union/Date 11/26/24 LF TAD

THIS REOPENER AMENDMENT TO CONTRACT was tentatively agreed upon by the Village Manager, as Chief Executive Officer, and the President of the Palm Beach County Police Benevolent Association. The Contract shall not be effective until ratified by the bargaining unit members and the Village Council.

In witness thereof, the Parties have caused this amendment to Article 41 of the agreement to be signed by their duly authorized representatives on this _____ day of _____, 2024.

For the Village of Palm Springs	For the Palm Beach County Police Benevolent Association
Michael Bornstein Village Manager	John Kazanjian PBA President

RATIFIED by the BARGAINING UNIT MEMBERS on _____.

RATIFIED by the Village Council on _____.

For the Village of Palm Springs	For the Palm Beach County Police Benevolent Association
Bev Smith Mayor	John Kazanjian PBA President

Village/Date 10-22-24 

Union/Date 11/26/24 



Village of Palm Springs

Executive Brief

AGENDA DATE: December 12, 2024

DEPARTMENT: Planning, Zoning & Building

ITEM #15: Ordinance No.2024-09 - Chapter 10 – Building and Building Regulations Article II – Florida Building Code and Chapter 34 – Land Development Article II Floodplain Management

SUMMARY: Planning, Zoning & Building Staff is recommending an amendment to the Village's Code of Ordinances (Chapter 10 - Building and Building Regulations Article II – Florida Building Code and Chapter 34 – Land Development - Article II - Floodplain Management) by adopting the new revisions to the Flood Insurance Study for Palm Beach County and Incorporated Areas and the accompanying Flood Insurance Rate Maps finalized by FEMA.

FEMA issued on June 20, 2024, a Letter of Final Determination (LFD) to establish a 6-month deadline to demonstrate the Village's regulations conform to the minimum requirements of the National Flood Insurance Program (NFIP). In addition, the Village participates in the NFIP Community Rating System (CRS) and has to satisfy the CRS 8 prerequisite.

Note: The Florida Building Code is revised every three (3) years by the state, and these codes establish the minimum construction standards for buildings and structures to protect public health, safety, and general welfare. The Village adopted the 8th Edition of the Florida Building Code in March 2024.

The Federal Emergency Management Agency (FDEM) Office of Floodplain Management reviewed the Village's floodplain management provisions and determined that some amendments must be adopted concurrently to create consistency.

As a result, Chapter 10, "Florida Building Code," and Chapter 34, "Floodplain Management," include amendments to the following:

- Local amendments to conform to the minimum requirements of the national flood insurance program
- Update the date of the flood insurance study and flood insurance rate map
- Special Inspections requirements
- Eliminate cumulative substantial improvement in language

The Office of Floodplain Management reviewed and approved the proposed ordinance on behalf of the Federal Emergency Management Agency (FDEM).

The proposed ordinance was approved by the Village Council on November 14, 2024, and is being presented for consideration on the 2nd and final reading.

FISCAL IMPACT:

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

ATTACHMENTS:

1. Proposed Ordinance No.2024-09 - Chapter 34 and Chapter 10
2. Exhibit "A" - Chapter 10 - Buildings and Building Regulations
3. FEMA Letter of Final Determination

ORDINANCE NO. 2024-09

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE VILLAGE OF PALM SPRINGS CODE TO UPDATE THE DATE OF THE FLOOD INSURANCE STUDY AND FLOOD INSURANCE RATE MAPS; TO SPECIFY ELEVATION OF MANUFACTURED HOMES IN FLOOD HAZARD AREAS; TO ADOPT, AMEND, AND REFORMAT LOCAL AMENDMENTS TO THE FLORIDA BUILDING CODE; PROVIDING FOR APPLICABILITY AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166 – Municipalities, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Village of Palm Springs participates in the National Flood Insurance Program and participates in the NFIP's Community Rating System, a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum program requirements and achieved a CRS rating, making citizens who purchase NFIP flood insurance policies eligible for premium discounts; and

WHEREAS, in 2020 the NFIP Community Rating System established certain minimum prerequisites for communities to qualify for or maintain class ratings of Class 8 or better; and,

WHEREAS, to satisfy the prerequisite and for the Village of Palm Springs to maintain the current CRS rating, all manufactured homes installed or replaced in special flood hazard areas must be elevated to or above at least the base flood elevation plus 1 foot, which necessitates modification of the existing requirements; and,

WHEREAS, the Village of Palm Springs determined that it is in the public interest to amend the floodplain management regulations to better protect manufactured homes and to continue participating in the Community Rating System at the current class rating; and,

WHEREAS, the Federal Emergency Management Agency has revised and reissued the Flood Insurance Study for Palm Beach County, Florida and Incorporated Areas, with an effective date of December 20, 2024; and,

WHEREAS, Chapter 553, Florida Statutes, allows for local administrative and technical amendments to the *Florida Building Code* that provide for more stringent requirements than those specified in the Code and allows adoption of local administrative and local technical amendments to the Florida Building Code to implement the National Flood Insurance Program and incentives; and

WHEREAS, the Village of Palm Springs previously adopted local amendments to the Florida Building Code and is reformatting those amendments; and

WHEREAS, the Village of Palm Springs is repealing a previously adopted local amendment to accumulate costs of improvements and repairs over a specific period of time; and

WHEREAS, the Village of Palm Springs is adopting a requirement to increase the minimum elevation for all buildings in flood hazard areas to increase resiliency and for the purpose of participating in the National Flood Insurance Program's Community Rating System and, pursuant to section 553.73(5), F.S., is formatting that requirement to coordinate with the *Florida Building Code*; and

WHEREAS, the Village of Palm Springs has determined that it is in the public interest to adopt the proposed local technical amendments to the *Florida Building Code*, and the proposed amendments are not more stringent than necessary to address the need identified, do not discriminate against materials, products or construction techniques of demonstrated capabilities, are in compliance with section 553.73(4), Florida Statutes; and

WHEREAS, the Village of Palm Springs has determined that it is in the public interest to amend Article II. – FLOODPLAIN MANAGEMENT to identify the effective date of the revised Flood Insurance Study and Flood Insurance Rate Maps.

NOW, THEREFORE, THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA HEREBY ORDAINS, AS FOLLOWS: that the Village of Palm Springs Code is amended as set forth in the following amendments, as shown in ~~strike through~~ and underline format in Section 1 and Section 2.

Section 1. Recitals. The foregoing recitals are hereby affirmed and ratified as true and correct findings of the Village Council and incorporated into this Ordinance as if fully set forth herein.

Section 2. Chapter 10 of the Village of Palm Springs Code is hereby amended by amending Article II "Florida Building Code", Division 1, "Generally", Section 10-31,"Chapter One Amendments", as set forth in the attached Exhibit "A" (underlined language is added and strike-through language is deleted), and,

Section 3. Chapter 34 of the Village of Palm Springs Code is hereby amended by amending Article II "Floodplain Management", as follows (underlined language is added and strike-through language is deleted).

ARTICLE II. FLOODPLAIN MANAGEMENT

DIVISION 1. ADMINISTRATION

Sec. 34-31. General.

- (a) *Title.* These regulations shall be known as the Floodplain Management Regulations of the Village of Palm Springs, hereinafter referred to as "this article."
- (b) *Scope.* The provisions of this article shall apply to all development that is wholly within or partially within any flood hazard area, including, but not limited to the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the Florida Building Code; placement, installation, or replacement of manufactured homes and manufactured

buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.

- (c) *Intent.* The purposes of this article and the flood load and flood-resistant construction requirements of the Florida Building Code are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:
- (1) Minimize unnecessary disruption of commerce, access and public service during times of flooding;
 - (2) Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
 - (3) Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;
 - (4) Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
 - (5) Minimize damage to public and private facilities and utilities;
 - (6) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;
 - (7) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and
 - (8) Meet the requirements of the National Flood Insurance Program for community participation as set forth in the title 44 Code of Federal Regulations, section 59.22.
- (d) *Coordination with the Florida Building Code.* This article is intended to be administered and enforced in conjunction with the Florida Building Code. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the Florida Building Code.
- (e) *Warning.* The degree of flood protection required by this article and the Florida Building Code, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by manmade or natural causes. This article does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the flood insurance study and shown on flood insurance rate maps and the requirements of title 44 Code of Federal Regulations, sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this article.
- (f) *Disclaimer of liability.* This article shall not create liability on the part of the village council of the village or by any officer or employee thereof for any flood damage that results from reliance on this article or any administrative decision lawfully made thereunder.

(Ord. No. 2016-06, § 2, 5-12-2016)

Sec. 34-32. Applicability.

- (a) *General.* Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.
- (b) *Areas to which this article applies.* This article shall apply to all flood hazard areas within the village as established in subsection 34-32(c).
- (c) *Basis for establishing flood hazard areas.* The Flood Insurance Study for Palm Beach County, Florida, and Incorporated Areas, and all subsequent amendments and revisions, and the accompanying flood insurance rate maps (FIRM) dated December 20, 2024, and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this article and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the Village Land Development Department, 226 Cypress Lane, Palm Springs, FL 33461.
- (d) *Submission of additional data to establish flood hazard areas.* To establish flood hazard areas and base flood elevations, pursuant to section 34-35 the floodplain administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:
 - (1) Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this article and, as applicable, the requirements of the Florida Building Code;
 - (2) Are above the closest applicable base flood elevation, the area shall be regulated as a special flood hazard area unless the applicant obtains a letter of map change that removes the area from the special flood hazard area.
- (e) *Other laws.* The provisions of this article shall not be deemed to nullify any provisions of local, state or federal law.
- (f) *Abrogation and greater restrictions.* This article supersedes any ordinance in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances including, but not limited to, land development regulations, zoning ordinances, stormwater management regulations, or the Florida Building Code. In the event of a conflict between this article and any other article or ordinance, the more restrictive shall govern. This article shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this article.
- (g) *Interpretation.* In the interpretation and application of this article, all provisions shall be:
 - (1) Considered as minimum requirements;
 - (2) Liberally construed in favor of the governing body; and
 - (3) Deemed neither to limit nor repeal any other powers granted under state statutes.

(Ord. No. 2016-06, § 2, 5-12-2016; Ord. No. 2017-14, § 1, 7-27-2017)

Sec. 34-33. Duties and powers of the floodplain administrator.

- (a) *Designation.* The village manager is designated as the floodplain administrator. The floodplain administrator may delegate performance of certain duties to other employees.

- (b) *General.* The floodplain administrator is authorized and directed to administer and enforce the provisions of this article. The floodplain administrator shall have the authority to render interpretations of this article consistent with the intent and purpose of this article and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this article without the granting of a variance pursuant to section 34-37.
- (c) *Applications and permits.* The floodplain administrator, in coordination with other pertinent offices of the community, shall:
 - (1) Review applications and plans to determine whether proposed new development will be located in flood hazard areas;
 - (2) Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this article;
 - (3) Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;
 - (4) Provide available flood elevation and flood hazard information;
 - (5) Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;
 - (6) Review applications to determine whether proposed development will be reasonably safe from flooding;
 - (7) Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code, when compliance with this article is demonstrated, or disapprove the same in the event of noncompliance; and
 - (8) Coordinate with and provide comments to the building official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this article.
- (d) *Substantial improvement and substantial damage determinations.* For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the floodplain administrator, in coordination with the building official, shall:
 - (1) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;
 - (2) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
 - (3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; ~~the determination requires evaluation of~~

~~previous permits issued for improvements and repairs as specified in the definition of "substantial improvement"; and~~

- (4) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the Florida Building Code and this article is required.
- (e) *Modifications of the strict application of the requirements of the Florida Building Code.* The floodplain administrator shall review requests submitted to the building official that seek approval to modify the strict application of the flood load and flood-resistant construction requirements of the Florida Building Code to determine whether such requests require the granting of a variance pursuant to section 34-37.
- (f) *Notices and orders.* The floodplain administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this article.
- (g) *Inspections.* The floodplain administrator shall make the required inspections as specified in section 34-36 for development that is not subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. The floodplain administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.
- (h) *Other duties of the floodplain administrator.* The floodplain administrator shall have other duties, including, but not limited to:
 - (1) Establish, in coordination with the building official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to subsection 34-33(d);
 - (2) Require that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, State Floodplain Management Office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);
 - (3) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the flood insurance rate maps if the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within six months of such data becoming available;
 - (4) Review required design certifications and documentation of elevations specified by this article and the Florida Building Code to determine that such certifications and documentations are complete; and
 - (5) Notify the Federal Emergency Management Agency when the corporate boundaries of the village are modified.
- (i) *Floodplain management records.* Regardless of any limitation on the period required for retention of public records, the floodplain administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this article and the flood-resistant construction requirements of the Florida Building Code, including flood insurance rate maps; letters of map change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the Florida Building Code and

this article; notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood-carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this article and the flood-resistant construction requirements of the Florida Building Code. These records shall be available for public inspection at the village's land development department.

(Ord. No. 2016-06, § 2, 5-12-2016)

Sec. 34-34. Permits.

- (a) *Permits required.* Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this article, including buildings, structures and facilities exempt from the Florida Building Code, which is wholly within or partially within any flood hazard area shall first make application to the floodplain administrator, and the building official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this article and all other applicable codes and regulations has been satisfied.
- (b) *Floodplain development permits or approvals.* Floodplain development permits or approvals shall be issued pursuant to this article for any development activities not subject to the requirements of the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. Depending on the nature and extent of proposed development that includes a building or structure, the floodplain administrator may determine that a floodplain development permit or approval is required in addition to a building permit.
- (c) *Buildings, structures and facilities exempt from the Florida Building Code.* Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. sections 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the Florida Building Code and any further exemptions provided by law, which are subject to the requirements of this article:
 - (1) Railroads and ancillary facilities associated with the railroad.
 - (2) Nonresidential farm buildings on farms, as provided in F.S. § 604.50.
 - (3) Temporary buildings or sheds used exclusively for construction purposes.
 - (4) Mobile or modular structures used as temporary offices.
 - (5) Those structures or facilities of electric utilities, as defined in F.S. § 366.02, which are directly involved in the generation, transmission, or distribution of electricity.
 - (6) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.
 - (7) Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.

- (8) Temporary housing provided by the department of corrections to any prisoner in the state correctional system.
- (9) Structures identified in F.S. § 553.73(10)(k), are not exempt from the Florida Building Code if such structures are located in flood hazard areas established on flood insurance rate maps.
- (d) *Application for a permit or approval.* To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the community. The information provided shall:
 - (1) Identify and describe the development to be covered by the permit or approval.
 - (2) Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.
 - (3) Indicate the use and occupancy for which the proposed development is intended.
 - (4) Be accompanied by a site plan or construction documents as specified in section 34-35.
 - (5) State the valuation of the proposed work.
 - (6) Be signed by the applicant or the applicant's authorized agent.
 - (7) Give such other data and information as required by the floodplain administrator.
- (e) *Validity of permit or approval.* The issuance of a floodplain development permit or approval pursuant to this article shall not be construed to be a permit for, or approval of, any violation of this article, the Florida Building Codes, or any other ordinance of this community. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the floodplain administrator from requiring the correction of errors and omissions.
- (f) *Expiration.* A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each shall be requested in writing and justifiable cause shall be demonstrated.
- (g) *Suspension or revocation.* The floodplain administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this article or any other ordinance, regulation or requirement of this community.
- (h) *Other permits required.* Floodplain development permits and building permits shall include a condition that all other applicable state or federal permits be obtained before commencement of the permitted development, including but not limited to the following:
 - (1) The South Florida Water Management District; F.S. § 373.036.
 - (2) Florida Department of Health for onsite sewage treatment and disposal systems; F.S. § 381.0065, and chapter 64E-6, F.A.C.
 - (3) Florida Department of Environmental Protection for activities subject to the joint coastal permit; F.S. § 161.055.

- (4) Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; section 404 of the Clean Water Act.
- (5) Federal permits and approvals.

(Ord. No. 2016-06, § 2, 5-12-2016)

Sec. 34-35. Site plans and construction documents.

(a) *Information for development in flood hazard areas.* The site plan or construction documents for any development subject to the requirements of this article shall be drawn to scale and shall include, as applicable to the proposed development:

- (1) Delineation of flood hazard areas, floodway boundaries and flood zone(s), base flood elevation(s), and ground elevations if necessary for review of the proposed development.
- (2) Where base flood elevations or floodway data are not included on the FIRM or in the flood insurance study, they shall be established in accordance with subsection 34-35(b)(2) or (3).
- (3) Where the parcel on which the proposed development will take place will have more than 50 lots or is larger than five acres and the base flood elevations are not included on the FIRM or in the flood insurance study, such elevations shall be established in accordance with subsection 34-35(b)(1).
- (4) Location of the proposed activity and proposed structures, and locations of existing buildings and structures.
- (5) Location, extent, amount, and proposed final grades of any filling, grading, or excavation.
- (6) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.
- (7) Existing and proposed alignment of any proposed alteration of a watercourse.

The floodplain administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this article but that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this article.

(b) *Information in flood hazard areas without base flood elevations (approximate zone A).* Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the floodplain administrator shall:

- (1) Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.
- (2) Obtain, review, and provide to applicants base flood elevation and floodway data available from a federal or state agency or other source or require the applicant to obtain and use base flood elevation and floodway data available from a federal or state agency or other source.

- (3) Where base flood elevation and floodway data are not available from another source, where the available data are deemed by the floodplain administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate:
 - a. Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices; or
 - b. Specify that the base flood elevation is two feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than two feet.
 - (4) Where the base flood elevation data are to be used to support a letter of map change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.
- (c) *Additional analyses and certifications.* As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents:
- (1) For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in subsection 34-35(d) and shall submit the conditional letter of map revision, if issued by FEMA, with the site plan and construction documents.
 - (2) For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the flood insurance study or on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one foot at any point within the community. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as zone AO or zone AH.
 - (3) For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in subsection 34-35(d).
- (d) *Submission of additional data.* When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a letter of map change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

(Ord. No. 2016-06, § 2, 5-12-2016)

Sec. 34-36. Inspections.

- (a) *General.* Development for which a floodplain development permit or approval is required shall be subject to inspection.
- (b) *Development other than buildings and structures.* The floodplain administrator shall inspect all development to determine compliance with the requirements of this article and the conditions of issued floodplain development permits or approvals.
- (c) *Buildings, structures and facilities exempt from the Florida Building Code.* The floodplain administrator shall inspect buildings, structures and facilities exempt from the Florida Building Code to determine compliance with the requirements of this article and the conditions of issued floodplain development permits or approvals.
- (d) *Buildings, structures and facilities exempt from the Florida Building Code, lowest floor inspection.* Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the Florida Building Code, or the owner's authorized agent, shall submit to the floodplain administrator:
 - (1) If a design flood elevation was used to determine the required elevation of the lowest floor, the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor; or
 - (2) If the elevation used to determine the required elevation of the lowest floor was determined in accordance with subsection 34-35(b)(3)b., the documentation of height of the lowest floor above highest adjacent grade, prepared by the owner or the owner's authorized agent.
- (e) *Buildings, structures and facilities exempt from the Florida Building Code, final inspection.* As part of the final inspection, the owner or owner's authorized agent shall submit to the floodplain administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in subsection 34-36(d).
- (f) *Manufactured homes.* The floodplain administrator shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of this article and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the floodplain administrator.

(Ord. No. 2016-06, § 2, 5-12-2016)

Sec. 34-37. Variances and appeals.

- (a) *General.* The construction board of adjustment and appeals shall hear and decide on requests for appeals and requests for variances from the strict application of this article. Pursuant to F.S. § 553.73(5), the construction board of adjustment and appeals shall hear and decide on requests for appeals and requests for variances from the strict application of the flood resistant construction requirements of the Florida Building Code.
- (b) *Appeals.* The construction board of adjustment and appeals shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the administration and enforcement of this article. Any

person aggrieved by the decision may appeal such decision to the circuit court, as provided by Florida Statutes.

- (c) *Limitations on authority to grant variances.* The construction board of adjustment and appeals shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in subsection 34-37(g), the conditions of issuance set forth in subsection 34-37(h), and the comments and recommendations of the floodplain administrator and the building official. The construction board of adjustment and appeals has the right to attach such conditions as it deems necessary to further the purposes and objectives of this article.
- (d) *Restrictions in floodways.* A variance shall not be issued for any proposed development in a floodway if any increase in base flood elevations would result, as evidenced by the applicable analyses and certifications required in subsection 34-35(c).
- (e) *Historic buildings.* A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood-resistant construction requirements of the Florida Building Code, Existing Building, Chapter 12, Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the Florida Building Code.
- (f) *Functionally dependent uses.* A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this article, provided the variance meets the requirements of subsection 34-37(d), is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.
- (g) *Considerations for issuance of variances.* In reviewing requests for variances, the construction board of adjustment and appeals shall consider all technical evaluations, all relevant factors, all other applicable provisions of the Florida Building Code, this article, and the following:
 - (1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage;
 - (2) The danger to life and property due to flooding or erosion damage;
 - (3) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;
 - (4) The importance of the services provided by the proposed development to the community;
 - (5) The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;
 - (6) The compatibility of the proposed development with existing and anticipated development;
 - (7) The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;

- (8) The safety of access to the property in times of flooding for ordinary and emergency vehicles;
 - (9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
 - (10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.
- (h) *Conditions for issuance of variances.* Variances shall be issued only upon:
- (1) Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this article or the required elevation standards;
 - (2) Determination by the construction board of adjustment and appeals that:
 - a. Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable;
 - b. Increased costs to satisfy the requirements or inconvenience do not constitute hardship;
 - c. The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and
 - d. The variance is the minimum necessary, considering the flood hazard, to afford relief;
 - (3) Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the office of the clerk of the court in such a manner that it appears in the chain of title of the affected parcel of land; and
 - (4) If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the floodplain administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as \$25.00 for \$100.00 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

(Ord. No. 2016-06, § 2, 5-12-2016)

Sec. 34-38. Violations.

- (a) *Violations.* Any development that is not within the scope of the Florida Building Code but that is regulated by this article that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this article, shall be deemed a violation of this article. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required

by this article or the Florida Building Code is presumed to be a violation until such time as that documentation is provided.

- (b) *Authority.* For development that is not within the scope of the Florida Building Code but that is regulated by this article and that is determined to be a violation, the floodplain administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.
- (c) *Unlawful continuance.* Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by law.

(Ord. No. 2016-06, § 2, 5-12-2016)

Secs. 34-39—34-49. Reserved.

DIVISION 2. DEFINITIONS

Sec. 34-50. General.

- (a) *Scope.* Unless otherwise expressly stated, the following words and terms shall, for the purposes of this article, have the meanings shown in this section.
- (b) *Terms defined in the Florida Building Code.* Where terms are not defined in this article and are defined in the Florida Building Code, such terms shall have the meanings ascribed to them in that code.
- (c) *Terms not defined.* Where terms are not defined in this article or the Florida Building Code, such terms shall have ordinarily accepted meanings such as the context implies.

(Ord. No. 2016-06, § 2, 5-12-2016)

Sec. 34-51. Definitions.

Alteration of a watercourse. A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

Appeal. A request for a review of the floodplain administrator's interpretation of any provision of this article.

ASCE 24. A standard titled flood-resistant design and construction that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Base flood. A flood having a one percent chance of being equaled or exceeded in any given year (also defined in FBC, B, section 202). The base flood is commonly referred to as the "100-year flood" or the "one-percent annual chance flood."

Base flood elevation. The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map (FIRM) (also defined in FBC, B, section 202).

Basement. The portion of a building having its floor subgrade (below ground level) on all sides (also defined in FBC, B, section 202; see "Basement (for flood loads)").

Design flood. The flood associated with the greater of the following two areas:

- (1) Area with a floodplain subject to a one percent or greater chance of flooding in any year; or
- (2) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Also defined in FBC, B, section 202.

Design flood elevation. The elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to two feet (also defined in FBC, B, section 202).

Development. Any manmade change to improved or unimproved real estate, including, but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Encroachment. The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Existing building and existing structure. Any buildings and structures for which the "start of construction" commenced before February 23, 1978 (adoption of Ordinance 78-02). (Also defined in FBC, B, section 202).

~~*Existing manufactured home park or subdivision.* A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before February 23, 1978.~~

~~*Expansion to an existing manufactured home park or subdivision.* The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).~~

Federal Emergency Management Agency (FEMA). The federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Flood or flooding. A general and temporary condition of partial or complete inundation of normally dry land from:

- (1) The overflow of inland or tidal waters;
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

Also defined in FBC, B, section 202.

Flood damage-resistant materials. Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair (also defined in FBC, B, section 202).

Flood hazard area. The greater of the following two areas:

- (1) The area within a floodplain subject to a one percent or greater chance of flooding in any year;
- (2) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Also defined in FBC, B, section 202.

Flood insurance rate map (FIRM). The official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community (also defined in FBC, B, Section 202).

Flood insurance study (FIS). The official report provided by the Federal Emergency Management Agency that contains the flood insurance rate map, the flood boundary and floodway map (if applicable), the water surface elevations of the base flood, and supporting technical data (also defined in FBC, B, Section 202).

Floodplain administrator. The office or position designated and charged with the administration and enforcement of this article (may be referred to as the floodplain manager).

Floodplain development permit or approval. An official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this article.

Floodway. The channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot (also defined in FBC, B, Section 202).

Floodway encroachment analysis. An engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

Florida Building Code. The family of codes adopted by the Florida Building Commission, including:

- (1) Florida Building Code, Building;
- (2) Florida Building Code, Residential;
- (3) Florida Building Code, Existing Building;
- (4) Florida Building Code, Mechanical;
- (5) Florida Building Code, Plumbing;
- (6) Florida Building Code, Fuel Gas.

Functionally dependent use. A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

Highest adjacent grade. The highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic structure. Any structure that is determined eligible for the exception to the flood hazard area requirements of the Florida Building Code, Existing Building, Chapter 12, Historic Buildings.

Letter of map change (LOMC). An official determination issued by FEMA that amends or revises an effective flood insurance rate map or flood insurance study. Letters of map change include:

(1) *Letter of map amendment (LOMA).* An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective flood insurance rate map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

(2) *Letter of map revision (LOMR).* A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

(3) *Letter of map revision based on fill (LOMR-F).* A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

(4) *Conditional letter of map revision (CLOMR).* A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective flood insurance rate map or flood insurance study; upon submission and approval of certified as-built documentation, a letter of map revision may be issued by FEMA to revise the effective FIRM.

Light-duty truck. As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds gross vehicular weight rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

- (1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle; or
- (2) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
- (3) Available with special features enabling off-street or off-highway operation and use.

Lowest floor. The lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the Florida Building Code or ASCE 24 (also defined in FBC, B, Section 202).

Manufactured home. A structure, transportable in one or more sections, which is eight feet or more in width and greater than 400 square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer" (also defined in 15C-1.0101, F.A.C.).

Manufactured home park or subdivision. A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

~~Market value. The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this article, the term refers to the market~~ The value of buildings and structures, excluding the land and other improvements on the parcel. Market value may be established by a qualified independent appraiser, is the Actual Cash Value (in-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction) determined by a qualified independent appraiser, or tax assessment value adjusted to approximate market value by a factor provided by the county property appraiser.

New construction. For the purposes of administration of this article and the flood-resistant construction requirements of the Florida Building Code, structures for which the "start of construction" commenced on or after February 23, 1978, and includes any subsequent improvements to such structures.

~~*New manufactured home park or subdivision.* A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after February 23, 1978.~~

Park trailer. A transportable unit which has a body width not exceeding 14 feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances (defined in F.S. § 320.01).

Recreational vehicle. A vehicle, including a park trailer, which is:

- (1) Built on a single chassis;
- (2) Four hundred square feet or less when measured at the largest horizontal projection;
- (3) Designed to be self-propelled or permanently towable by a light-duty truck; and
- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

See in F.S. § 320.01.

Special flood hazard area. An area in the floodplain subject to a one-percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V (also defined in FBC, B Section 202).

Start of construction. The date of issuance of permits for new construction and substantial improvements, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns. Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building (also defined in FBC, B Section 202).

~~Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building (also defined in FBC, B Section 202).~~

Substantial damage. Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred (also defined in FBC, B Section 202).

~~**Substantial improvement.** Any combination of repairs, reconstruction, rehabilitation, addition, or other improvement of a building or structure, taking place during the life of a structure, in which the cumulative cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. For each building or structure, the life of the structure begins on the date of the first permit issued for improvement or repair of that building or structure subsequent to May 26, 1994. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:~~

- ~~(1) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.~~
- ~~(2) Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure.~~

Also defined in FBC, B, Section 202.

Variance. A grant of relief from the requirements of this article, or the flood resistant construction requirements of the Florida Building Code, which permits construction in a manner that would not otherwise be permitted by this article or the Florida Building Code.

Watercourse. A river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

(Ord. No. 2016-06, § 2, 5-12-2016)

Secs. 34-52—34-59. Reserved.

DIVISION 3. FLOOD-RESISTANT DEVELOPMENT

Sec. 34-60. Buildings and structures.

- (a) Design and construction of buildings, structures and facilities exempt from the Florida Building Code. Pursuant to subsection 34-34(c) of this article, buildings, structures, and facilities that are exempt from the Florida Building Code, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood-resistant construction requirements of ASCE 24. Structures exempt from the Florida Building Code that are not walled and roofed buildings shall comply with the requirements of section 34-66 of this article.

(b) Technical amendments to the Florida Building Code. Pursuant to the provisions of F.S. § 553.73(4) and (5), local technical amendments to the Florida Building Code are adopted in Section 10-32 of the Code of Ordinances.

(Ord. No. 2016-06, § 2, 5-12-2016)

Sec. 34-61. Subdivisions.

- (a) *Minimum requirements.* Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:
- (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
 - (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
 - (3) Adequate drainage is provided to reduce exposure to flood hazards; in zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.
- (b) *Subdivision plats.* Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:
- (1) Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats;
 - (2) Where the subdivision has more than 50 lots or is larger than five acres and base flood elevations are not included on the FIRM, the base flood elevations determined in accordance with subsection 34-35(b)(1); and
 - (3) Compliance with the site improvement and utilities requirements of section 34-62.

(Ord. No. 2016-06, § 2, 5-12-2016)

Sec. 34-62. Site improvements, utilities and limitations.

- (a) *Minimum requirements.* All proposed new development shall be reviewed to determine that:
- (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
 - (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
 - (3) Adequate drainage is provided to reduce exposure to flood hazards; in zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.
- (b) *Sanitary sewage facilities.* All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in chapter 64E-6, F.A.C. and ASCE 24 chapter 7

to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into floodwaters, and impairment of the facilities and systems.

- (c) *Water supply facilities.* All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in chapter 62-532.500, F.A.C. and ASCE 24 chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.
- (d) *Limitations on sites in regulatory floodways.* No development, including, but not limited to, site improvements, and land disturbing activity involving fill or regrading, shall be authorized in the regulatory floodway unless the floodway encroachment analysis required in subsection 34-35(b) of this article demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation.
- (e) *Limitations on placement of fill.* Subject to the limitations of this article, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (zone A only), fill shall comply with the requirements of the Florida Building Code.

(Ord. No. 2016-06, § 2, 5-12-2016)

Sec. 34-63. Manufactured homes.

- (a) *General.* All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to F.S. § 320.8249, and shall comply with the requirements of chapter 15C-1, F.A.C. and the requirements of this article.
- (b) *Foundations.* All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that are designed in accordance with the foundation requirements of the Florida Building Code, Residential section R322.2 and this article. ~~Foundations for manufactured homes subject to subsection 34-63(f) are permitted to be reinforced piers or other foundation elements of at least equivalent strength.~~
- (c) *Anchoring.* All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.
- (d) *Elevation.* ~~Manufactured homes that are placed, replaced, or substantially improved shall comply with subsection 34-63(e) or (f) of this article, as applicable.~~ All manufactured homes that are placed, replaced, or substantially improved in flood hazard areas shall be elevated such that the bottom of the frame is at or above the base flood elevation plus two (2) feet or 18 inches above the crown of the adjacent street, whichever is higher.
- ~~(e) *General elevation requirement.* Unless subject to the requirements of subsection 34-63(f) of this article, all manufactured homes that are placed, replaced, or substantially improved on sites located:~~
 - ~~(1) Outside of a manufactured home park or subdivision;~~
 - ~~(2) In a new manufactured home park or subdivision;~~
 - ~~(3) In an expansion to an existing manufactured home park or subdivision; or~~

- (4) ~~In an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential section R322.2 (zone A).~~
- (f) ~~*Elevation requirement for certain existing manufactured home parks and subdivisions.* Manufactured homes that are not subject to subsection 34-63(5), including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that either the:~~
- (1) ~~Bottom of the frame of the manufactured home is at or above the elevation required in the Florida Building Code, Residential section R322.2 (zone A); or~~
- (2) ~~Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 48 inches in height above grade.~~
- (g) ~~(e) *Enclosures.* Enclosed areas below elevated manufactured homes shall comply with the requirements of the Florida Building Code, Residential section R322.2 for such enclosed areas.~~
- (h) ~~(f) *Utility equipment.* Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the Florida Building Code, Residential section R322.~~
- (Ord. No. 2016-06, § 2, 5-12-2016)

Sec. 34-64. Recreational vehicles and park trailers.

- (a) *Temporary placement.* Recreational vehicles and park trailers placed temporarily in flood hazard areas shall:
- (1) Be on the site for fewer than 180 consecutive days; or
- (2) Be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.
- (b) *Permanent placement.* Recreational vehicles and park trailers that do not meet the limitations in subsection 34-64(a) of this article for temporary placement shall meet the requirements of section 34-63 of this article for manufactured homes.

(Ord. No. 2016-06, § 2, 5-12-2016)

Sec. 34-65. Tanks.

- (a) *Underground tanks.* Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.
- (b) *Above-ground tanks, not elevated.* Above-ground tanks that do not meet the elevation requirements of subsection 34-65(c) shall be permitted in flood hazard areas provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of

the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.

- (c) *Above-ground tanks, elevated.* Above-ground tanks in flood hazard areas shall be attached to and elevated to or above the design flood elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.
- (d) *Tank inlets and vents.* Tank inlets, fill openings, outlets and vents shall be:
 - (1) At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and
 - (2) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

(Ord. No. 2016-06, § 2, 5-12-2016)

Sec. 34-66. Other development.

- (a) *General requirements for other development.* All development, including manmade changes to improved or unimproved real estate for which specific provisions are not specified in this article or the Florida Building Code, shall:
 - (1) Be located and constructed to minimize flood damage;
 - (2) Meet the limitations of subsection 34-62(d) if located in a regulated floodway;
 - (3) Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;
 - (4) Be constructed of flood damage-resistant materials; and
 - (5) Have mechanical, plumbing, and electrical systems above the design flood elevation or meet the requirements of ASCE 24, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.
- (b) *Fences in regulated floodways.* Fences in regulated floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of subsection 34-62(d).
- (c) *Retaining walls, sidewalks and driveways in regulated floodways.* Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of subsection 34-62(d).
- (d) *Roads and watercourse crossings in regulated floodways.* Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of subsection 34-62(d). Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of subsection 34-35(c)(3)

(Ord. No. 2016-06, § 2, 5-12-2016)

Sec. 34-67—34-130. Reserved.

SECTION 4. FISCAL IMPACT STATEMENT.

In terms of design, plan application review, construction and inspection of buildings and structures, the cost impact as an overall average is negligible in regard to the local technical amendments because all development has been subject to the requirements of the local floodplain management ordinance adopted for participation in the National Flood Insurance Program. Therefore, in terms of lower potential for flood damage, there will be continued savings and benefits to consumers.

SECTION 5. APPLICABILITY.

For the purposes of jurisdictional applicability, this ordinance shall apply in the corporate limits of the Village of Palm Springs. This ordinance shall apply to all applications for development in flood hazard areas submitted on or after the effective date of this ordinance.

SECTION 6. INCLUSION INTO THE CODE OF ORDINANCES.

This ordinance shall be codified in the Code of Ordinances of the Village of Palm Springs. The sections of this ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," "regulation," or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 7. SEVERABILITY.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 8. EFFECTIVE DATE.

This ordinance shall become effective immediately upon adoption.

Council Member _____, offered the foregoing Ordinance, and moved its adoption. The motion was seconded by Council Member _____, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEVEVERLY SMITH, MAYOR	☐	☐	☐
GARY READY, VICE MAYOR	☐	☐	☐
DOUG GUNTHER, MAYOR PRO TEM	☐	☐	☐
PATTI WALLER, COUNCIL MEMBER	☐	☐	☐

JONI BRINKMAN, COUNCIL MEMBER

☐ ☐ ☐

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, the _____ day of _____, 2024.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____

BEVERLY SMITH, MAYOR

First Reading: _____

Second Reading: _____

ATTEST:

BY: _____

KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____

GLEN J. TORCIVIA, VILLAGE ATTORNEY

EXHIBIT A

Chapter 10 – BUILDINGS AND BUILDING REGULATIONS

ARTICLE II. – FLORIDA BUILDING CODE

DIVISION 1. – GENERALLY

Sec. 10-31. – Chapter One Amendments

~~The village hereby adopts the Florida Building Code 8th Edition (2023). The following chapter one amendments are hereby adopted and incorporated in this article as minimum construction standards for the village. The Florida Building Code, as developed by the Florida Building Commission and adopted by state statute, is hereby adopted and incorporated herein as the minimum construction standards for the Village of Palm Springs, Florida.~~

Chapter 1

Scope and Administration

PART 1—SCOPE AND APPLICATION

SECTION 101 GENERAL

101.1 Title. These regulations shall be known as the Florida Building Code, hereinafter referred to as “this code.”

101.2 Scope. The provisions of this code shall apply to the construction, alteration, relocation, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.

Exception:

1. Detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories above grade plane in height with a separate means of egress and their accessory structures not more than three stories above grade plane in height, shall comply with the Florida Building Code, Residential.

2. Code Requirements that address snow loads and earthquake protection are pervasive; they are left in place but shall not be utilized or enforced because Florida has no snow load or earthquake threat.

101.2.1 Appendices. Provisions in the appendices shall not apply unless specifically adopted.

101.2.2 Residential Construction standards or practices which are not covered by Florida Building Code, Residential volume shall be in

accordance with the provisions of Florida Building Code, Building.

101.3 Intent. The purpose of this code is to establish the minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide safety to fire fighters and emergency responders during emergency operations.

101.3.1 Quality control. Quality control of materials and workmanship is not within the purview of this code except as it relates to the purposes stated herein.

101.3.2 Warranty and Liability. The permitting, plan review or inspection of any building, system or plan by this jurisdiction, under the requirements of this code, shall not be construed in any court as a warranty of the physical condition of such building, system or plan or their adequacy. This jurisdiction shall not be liable in tort for damages or hazardous or illegal condition or inadequacy in such building, system or plan, nor for any failure of any component of such, which may occur subsequent to such inspection or permitting.

101.4 Referenced codes. The other codes listed in Sections 101.4.1 through 101.4.11 and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference.

101.4.1 Gas. The provisions of the Florida Building Code, Fuel Gas shall apply to the installation of gas piping from the point of delivery, gas appliances and related accessories as covered in this code. These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories.

101.4.2 Mechanical. The provisions of the Florida Building Code, Mechanical shall apply to the installation, alterations, repairs and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators and other energy-related systems.

101.4.3 Plumbing. The provisions of the Florida Building Code, Plumbing shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system.

101.4.4 Property maintenance. As provided in Chapter 10, Article 1 of the Village of Palm Springs Code of Ordinance. The provisions of the International Property Maintenance Code shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating,

sanitation, life and fire safety hazards; responsibilities of owners, operators and occupants; and occupancy of existing premises and structures.

101.4.5 Fire prevention. For provisions related to fire prevention, refer to the Florida Fire Prevention Code. The Florida Fire Prevention Code shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression, automatic sprinkler systems and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

101.4.6 Energy. The provisions of the Florida Building Code, Energy Conservation shall apply to all matters governing the design and construction of buildings for energy efficiency.

101.4.7 Existing buildings. The provisions of the Florida Existing Building Code shall apply to matters governing the repair, alteration, change of occupancy, addition to and relocation of existing buildings.

101.4.8 Accessibility. For provisions related to accessibility, refer to the Florida Building Code, Accessibility.

101.4.9 Manufactured buildings. For additional administrative and special code requirements, see Section 458, *Florida Building Code. Building*, and Rule 61-41 *Florida Administrative Code*.

101.4.10 Electrical. The provisions of Chapter 27 of the Florida Building Code, Building Volume shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings, and appurtenances thereto.

101.4.11 Flood Damage Prevention. Provisions of Chapter 34, Article II of the Village of Palm Springs Land Development Regulations, shall be considered part of this code relative to flood control.

101.5 Building Official. Whenever, the Building Official is mentioned in this code, it is also intended to mean the Building Official's designee, wherever applicable.

SECTION 102 APPLICABILITY

102.1 General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern.

102.1.1 The Florida Building Code does not apply to, and no code

enforcement action shall be brought with respect to, zoning requirements, land use requirements and owner specifications or programmatic requirements which do not pertain to and govern the design, construction, erection, alteration, modification, repair or demolition of public or private buildings, structures or facilities or to programmatic requirements that do not pertain to enforcement of the Florida Building Code. Additionally, a local code enforcement agency may not administer or enforce the Florida Building Code, Building to prevent the siting of any publicly owned facility, including, but not limited to correctional facilities, juvenile justice facilities, or state universities, community colleges, or public education facilities, as provided by law.

102.2 Building. The provisions of the Florida Building Code shall apply to the construction, erection, alteration, modification, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every public and private building, structure or facility or floating residential structure, or any appurtenances connected or attached to such buildings, structures or facilities. Additions, alterations, repairs and changes of use or occupancy group in all buildings and structures shall comply with the provisions provided in the Florida Building Code, Existing Building. The following buildings, structures and facilities, except for those located in a Special Flood Hazard Area are exempt from the Florida Building Code as provided by law, and any further exemptions shall be as determined by the legislature and provided by law:

- (a) Building and structures specifically regulated and preempted by the federal government.
- (b) Railroads and ancillary facilities associated with the railroad.
- (c) Nonresidential farm buildings on farms.
- (d) Temporary buildings or sheds used exclusively for construction purposes.
- (e) Mobile or modular structures used as temporary offices, except that the provisions of Part II (Section 553.501- 553.513, Florida Statutes) relating to accessibility by persons with disabilities shall apply to such mobile or modular structures. Permits shall be required for structural support and tie down, electric supply and all other such utility connections to such mobile or modular structures as required by this jurisdiction.
- (f) Those structures or facilities of electric utilities, as defined in Section 366.02, Florida Statutes, which are directly involved in the generation, transmission, or distribution of electricity.
- (g) Temporary sets, assemblies, or structures used in commercial motion picture or television production, or any sound-recording equipment used in such production, on or off the premises.
- (h) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other

traditional materials, and that does not incorporate any electrical, plumbing, or other non- wood features.

(i) Family mausoleums not exceeding 250 square feet (23 m2) in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.

(j) Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.

(k) A building or structure having less than 1,000 square feet (93 m2) which is constructed and owned by a natural person for hunting, and which is repaired or reconstructed to the same dimension and condition as existed on January 1, 2011, if the building or structure:

1. Is not rented or leased or used as a principal residence;
2. Is not located within the 100-year floodplain according to the Federal Emergency Management Agency's current Flood Insurance Rate Map; and
3. Is not connected to an off-site electric power or water supply.

(l) A drone port as defined in s.330.41(2).

102.2.1 In addition to the requirements of Section 553.79 and 553.80, Florida Statutes, facilities subject to the provisions of Chapter 395, Florida Statutes, and Part II of Chapter 400, Florida Statutes, shall have facility plans reviewed and construction surveyed by the state agency authorized to do so under the requirements of Chapter 395, Florida Statutes, and Part II of Chapter 400, Florida Statutes, and the certification requirements of the federal government.

102.2.2 Residential buildings or structures moved into or within a county or municipality shall not be required to be brought into compliance with the state minimum building code in force at the time the building or structure is moved, provided:

1. The building or structure is structurally sound and in occupiable condition for its intended use;
2. The occupancy use classification for the building or structure is not changed as a result of the move;
3. The building is not substantially remodeled;
4. Current fire code requirements for ingress and egress are met;
5. Electrical, gas and plumbing systems meet the codes in force at the time of construction and are operational and safe for reconnection; and

6. Foundation plans are sealed by a professional engineer or architect licensed to practice in this state, if required by the Florida Building Code, Building for all residential buildings or structures of the same occupancy class.

(See Florida Building Code, Existing Building Chapter 13, for additional requirements for Relocated or Moved Buildings)

102.2.3 The Building Official shall apply the same standard to a moved residential building or structure as that applied to the remodeling of any comparable residential building or structure to determine whether the moved structure is substantially remodeled. The cost of the foundation on which the moved building or structure is placed shall not be included in the cost of remodeling for purposes of determining whether a moved building or structure has been substantially remodeled.

102.2.4 This section does not apply to the jurisdiction and authority of the Department of Agriculture and Consumer Services to inspect amusement rides or the Department of Financial Services to inspect state-owned buildings and boilers.

102.2.5 Each enforcement district or local enforcement agency shall be governed by a board, the composition of which shall be determined by the affected localities.

1. At its own option, each enforcement district or local enforcement agency may adopt rules granting to the owner of a single-family residence one or more exemptions from the Florida Building Code relating to:

a. Addition, alteration, or repairs performed by the property owner upon his or her own property, provided any addition, alteration or repair shall not exceed 1,000 square feet (93 m²) or the square footage of the primary structure, whichever is less.

b. Addition, alteration, or repairs by a non-owner within a specific cost limitation set by rule, provided the total cost shall not exceed \$5,000 within any 12-month period.

c. Building plans review and inspection fees.

2. However, the exemptions under subparagraph 1 do not apply to single-family residences that are located in mapped flood hazard areas, as defined in the code, unless the enforcement district or local enforcement agency has determined that the work, which is otherwise exempt, does not constitute a substantial improvement, including the repair of substantial damage, of such single-family residences.

3. Each code exemption, as defined in sub-subparagraphs 1a, 1b, and 1c shall be certified to the local board 10 days prior to implementation and shall only be effective in the territorial jurisdiction of the enforcement district or local enforcement agency implementing it.

4. However, each enforcement district or local enforcement agency may establish an alternative permitting program for replacing nonstructural components of building systems in a residential dwelling unit. A licensed contractor performing such work for the resident shall also be exempt from individual permits and inspections if either the owner or the licensed contractor obtains a valid Annual Permit per Section 105.1.1 of this code, and all such work is reported as required in Section 105.1.2 of this code for compliance evaluation. No added capacity, system expansion or new building work of any type shall be excluded from individual permit and inspection by this provision.

102.2.6 This section does not apply to swings and other playground equipment accessory to a one- or two-family dwelling.

Exception: Electrical service to such playground equipment shall be in accordance with Chapter 27 of this code.

102.3 Application of references. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section, or provision of this code.

102.4 Referenced codes and standards. The codes and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.4.1 and 102.4.2.

102.4.1 Conflicts. Where conflicts occur between provisions of this code and referenced codes and standards, the provisions of this code shall apply.

102.4.2 Provisions in referenced codes and standards. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code or the Florida Codes listed in Section 101.4, the provisions of this code or the Florida Codes listed in Section 101.4, as applicable, shall take precedence over the provisions in the referenced code or standard.

102.5 Partial invalidity. In the event that any part or provision of this code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.

102.6 Existing structures. The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code, the Florida Building Code, Existing Building, the Florida Fire Prevention Code, and the provisions of [Chapter 10](#), Article I of the Village of Palm Springs Code of Ordinances.

102.6.1 Buildings not previously occupied. A building or portion of a building that has not been previously occupied or used for its intended purpose in accordance with the laws in existence at the time of its

completion shall comply with the provisions of the Florida Building Code or Florida Residential Code, as applicable, for new construction or with any current permit for such occupancy.

102.6.2 Buildings previously occupied. The legal occupancy of any building existing on the date of adoption of this code shall be permitted to continue without change, except as otherwise specifically provided in this code, the Florida Fire Prevention Code, the provisions of [Chapter 10](#), Article I of the Village of Palm Springs Code of Ordinances., or as is deemed necessary by the building official for the general safety and welfare of the occupants and the public.

102.7 Relocation of manufactured buildings.

1. Relocation of an existing manufactured building does not constitute an alteration.
2. A relocated building shall comply with wind speed requirements of the new location, using the appropriate wind speed map. If the existing building was manufactured in compliance with the Standard Building Code (prior to March 1, 2002), the wind speed map of the Standard Building Code shall be applicable. If the existing building was manufactured in compliance with the Florida Building Code (on or after March 1, 2002), the wind speed map of the Florida Building Code shall be applicable.
3. A relocated building shall comply with the flood hazard area requirements of the new location, if applicable.

102.8 Existing mechanical equipment. An agency or local government may not require that existing mechanical equipment located on or above the surface of a roof be installed in compliance with the requirements of the Florida Building Code except during reroofing when the equipment is being replaced or moved during reroofing and is not in compliance with the provisions of the Florida Building Code relating to roof-mounted mechanical units.

PART 2—ADMINISTRATION AND ENFORCEMENT

SECTION 103 DEPARTMENT OF BUILDING SAFETY

103.1 Creation of enforcement agency. The Division of Building Safety (within the Planning and Zoning Department) is hereby created and the official in charge thereof shall be known as the Building Official.

103.2 Appointment. The Building Official shall be appointed by the chief appointing authority of the jurisdiction.

103.3 Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the Building Official shall have the authority to appoint a deputy Building Official, the related technical officers, inspectors, plan examiners and other employees. Such employees shall have powers as delegated

by the Building Official.

For the maintenance of existing properties, see the provisions of Chapter 10, Article I of the Village of Palm Springs Code of Ordinances.

SECTION 104 DUTIES AND POWERS OF THE BUILDING OFFICIAL

104.1 General. The Building Official is hereby authorized and directed to enforce the provisions of this code. The Building Official shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

104.2 Applications and permits. The Building Official shall receive applications, review construction documents and issue permit for the erection, and alteration, demolition and moving of buildings and structures, and service systems, inspect the premises for which such permits have been issued and enforce compliance with the provisions of this code.

104.2.1 Determination of substantially improved or substantially damaged existing buildings and structures in flood hazard areas. For applications for reconstruction, rehabilitation, repair, alteration, addition or other improvement of existing buildings or structures located in flood hazard areas, the Building Official shall determine if the proposed work constitutes substantial improvement or repair of substantial damage. Where the Building Official determines that the proposed work constitutes substantial improvement or repair of substantial damage, and where required by this code, the Building Official shall require the building to meet the requirements of Section 1612 or R322 of the Florida Building Code, Residential, as applicable.

104.3 Notices and orders. The Building Official shall issue all necessary notices or orders to ensure compliance with this code.

104.4 Inspections. The Building Official shall make all of the required inspections, or the Building Official shall have the authority to accept reports of inspection by approved agencies or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The Building Official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.

104.5 Identification. The Building Official shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

104.6 Right of entry. Where it is necessary to make an inspection to enforce the provisions of this code, or where the Building Official has reasonable cause to believe that there exists in a structure or upon a premises a condition which is contrary to or in violation of this code which makes the structure or premises unsafe, dangerous or

hazardous, the Building Official is authorized to enter the structure or premises at reasonable times to inspect or to perform the duties imposed by this code, provided that if such structure or premises be occupied that credentials be presented to the occupant and entry requested. If such structure or premises is unoccupied, the Building Official shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused, the Building Official shall have recourse to the remedies provided by law to secure entry.

104.7 Department records. The Building Official shall keep official records of applications received, permits and certificates issued, fees collected, reports of inspections, and notices and orders issued. Such records shall be retained in the official records for the period required for retention of public records per FS 119.

104.8 Liability. The Building Official, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be civilly or criminally rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee or board member because of an act performed by that officer or employee or board member in the lawful discharge of duties and under the provisions of this code shall be defended by legal representative of the jurisdiction until the final termination of the proceedings. The Building Official or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

104.8.1 Legal defense. Any suit or criminal complaint instituted against an officer or employee or board member because of an act performed by that officer or employee or board member in the lawful discharge of duties and under the provisions of this code shall be defended by legal representatives of the jurisdiction until the final termination of the proceedings. The Building Official or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

104.9 Approved materials and equipment. Materials, equipment and devices approved by the Building Official shall be constructed and installed in accordance with such approval.

104.9.1 Used materials and equipment. The use of used materials which meet the requirements of this code for new materials is permitted. Used equipment and devices shall not be reused unless approved by the Building Official.

104.10 Modifications. Wherever there are practical difficulties involved in carrying out the provisions of this code, the Building Official shall have the authority to grant modifications for individual cases, upon application of the owner or owner's representative, provided the Building Official shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, accessibility, life and fire safety, or structural requirements. The details of action granting modifications shall be recorded and entered in the files of the department of building

safety.

104.10.1 Flood hazard areas. The Building Official shall coordinate with the floodplain administrator to review requests submitted to the Building Official that seek approval to modify the strict application of the flood resistant construction requirements of the Florida Building Code to determine whether such requests require the granting of a variance pursuant to Section 117.

104.11 Alternative materials, design and methods of construction and equipment. The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been approved. An alternative material, design or method of construction shall be approved where the Building Official finds that the proposed alternative meets all the following:

1. The alternative material, design or method of construction is satisfactory and complies with the intent of the provisions of this code.
2. The material, method or work offered is, for the purpose intended, not less than the equivalent of that prescribed in this code as it pertains to the following:
 - 2.1 Quality
 - 2.2 Strength
 - 2.3 Effectiveness
 - 2.4 Fire resistance
 - 2.5 Durability
 - 2.6 Safety

Where the alternative material, design or method of construction is not approved, the Building Official shall respond in writing, stating the reasons why the alternative was not approved.

104.11.1 Research reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from approved sources.

104.11.2 Tests. Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the Building Official shall have the authority to require tests as evidence of compliance to be made at no expense to the jurisdiction. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the Building Official shall approve the testing procedures. Tests shall be performed by an approved agency. Reports of such tests shall be retained by the Building Official for the period required for retention of public records.

104.12 Requirements not covered by code. Any requirements necessary for strength, stability or proper operation of an existing or proposed building, structure, electrical, gas, mechanical or plumbing system, or for the public safety, health and general welfare, not specifically covered by this or other technical codes, shall be determined by the Building Official.

SECTION 105 PERMITS

105.1 Required. Any owner or owner's authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any impact-resistant coverings, electrical, gas, mechanical or plumbing, fire protection system, or accessible or flood resistant site element, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the Building Official and obtain the required permit.

105.1.1 Annual facility permits. In lieu of an individual permit for each alteration to an existing electrical, gas, mechanical or plumbing or interior nonstructural office system(s), the Building Official is authorized to issue an annual permit for any occupancy to facilitate routine or emergency service, repair, refurbishing, minor renovations of service systems or manufacturing equipment installations/relocations. The Building Official shall be notified of major changes and shall retain the right to make inspections at the facility site as deemed necessary. An annual facility permit shall be assessed with an annual fee and shall be valid for one year from date of issuance. A separate permit shall be obtained for each facility and for each construction trade, as applicable. The permit application shall contain a general description of the parameters of work intended to be performed during the year.

105.1.2 Annual Facility permit records. The person to whom an annual permit is issued shall keep a detailed record of alterations made under such annual permit. The Building Official shall have access to such records at all times or such records shall be filed with the Building Official as designated. The Building Official is authorized to revoke such permit if code violations are found to exist.

105.1.3 Food permit. In accordance with 500.12, Florida Statutes, a food permit from the Department of Agriculture and Consumer Services is required of any person who operates a food establishment or retail store.

105.1.4 Public swimming pool. The local enforcing agency may not issue a building permit to construct, develop, or modify a public swimming pool without proof of application, whether complete or incomplete, for an operating permit pursuant to Section 514.031, Florida Statutes. A certificate of completion or occupancy may not be issued until such operating permit is issued. The local enforcing agency shall conduct their review of the building permit application upon filing and in accordance with Chapter 553, Florida Statutes. The local enforcing agency may confer with the Department of Health, if necessary, but may not delay the building permit application review while awaiting comment from the Department of Health.

105.2 Work exempts from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction, to include work in any special flood hazard area. Exemptions granted under this section do not relieve the owner or contractor from their duty to comply with applicable

provisions of the Florida Building Code, and requirements of the local floodplain management ordinance. Permits shall not be required for the following:

Building:

1. Building permits are not required for replacement or repair work having a value of less than \$1,000.00, providing, however, that such work will not adversely affect the structural integrity, fire rating, exit access or egress requirements.
2. Cabinets and countertops with no reconfiguration for 1&2 Family Dwellings, painting, papering, carpeting, and similar finish work, with no electrical or plumbing work.
3. Temporary motion picture, television and theater sets and scenery.
4. Traditional swings and other standard playground equipment accessory to detached one and two-family dwellings, as determined by the Building Official, but they may be subject to Zoning permits.
5. Retractable awnings supported by an exterior wall and do not require additional support of Groups R-3 and U occupancies, but they may be subject to Zoning permits.
6. Non-fixed and movable fixtures, cases, racks, and counters not over 5 feet 9 inches (1753 mm) in height.
7. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches (610 mm) deep, do not exceed 5,000 gallons (18 925 L) and are installed entirely above ground.
8. Swings and other playground equipment accessory to detached one- and two-family dwelling except for the electrical service.

Electrical:

Repairs and maintenance: Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.

Radio and television transmitting stations: The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for a power supply and the installations of towers and antennas.

Temporary testing systems: A permit shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

Gas:

1. Portable heating appliance.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

Mechanical:

1. Portable heating appliance.
2. Portable ventilation equipment.
3. Portable cooling unit.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any part that does not alter its approval or make it unsafe.
6. Portable evaporative cooler.
7. Self-contained refrigeration system containing 10 pounds (5 kg) or less of refrigerant and actuated by motors of 1 horsepower (746 W) or less.
8. The installation, replacement, removal, or metering of any electrical load management control device where installed by a utility service provider.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe, provided, however, that if any concealed trap, drainpipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work, and a permit shall be obtained, and inspection made as provided in this code.
2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.
3. The replacement of common household plumbing fixtures to existing supply lines and outlets in 1&2 Family Dwellings. This does not include water heaters, bathtubs and showers.

105.2.1 Emergency repairs. Where equipment replacements and repairs must be performed in an emergency situation, the permit application shall be submitted within the next working business day to the Building Official. Notification shall be given to the Building Official, including the work address, nature of emergency, and scope of work immediately, or by the next business day.

105.2.2. Minor repairs. Ordinary minor repairs may be made with the approval of the Building Official without a permit, provided the repairs shall not include the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or load-bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the egress requirements; nor shall ordinary repairs include addition to, alteration of, replacement or relocation of any standpipe, water supply, sewer, drainage, drain

leader, gas, soil, waste, vent or similar piping, electric wiring systems or mechanical equipment or other work affecting public health or general safety, and such repairs shall not violate any of the provisions of the technical codes.

105.2.3 Public service agencies. A permit shall not be required for the installation, alteration or repair of generation, transmission, distribution or metering or other related equipment that is under the ownership and control of public service agencies by established right.

105.3 Application for permit. To obtain a permit, the applicant shall first file an application therefore in writing on a form furnished by the building department for that purpose.

Permit application forms shall be in the format prescribed by a local administrative board, if applicable, and must comply with the requirements of Section 713.135(5) and (6), Florida Statutes.

Each application shall be inscribed with the date of application, and the code in effect as of that date. For a building permit for which an application is submitted prior to the effective date of the Florida Building Code, the state minimum building code in effect in the permitting jurisdiction on the date of the application governs the permitted work for the life of the permit and any extension granted to the permit.

Effective October 1, 2017, a local enforcement agency shall post each type of building permit application on its website. Completed applications must be able to be submitted electronically to the appropriate building department. Accepted methods of electronic submission include, but are not limited to, e-mail submission of applications in portable document format or submission of applications through an electronic fill-in form available on the building department's website or through a third-party submission management software. Payments, attachments, or drawings required as part of the permit application may be submitted in person in a non-electronic format, at the discretion of the Building Official.

105.3.1 Action on application. The Building Official shall examine or cause to be examined applications for permits and amendments thereto within a reasonable time after filing. If the application or the construction documents do not conform to the requirements of pertinent laws, the Building Official shall reject such application in writing, stating the reasons, therefore. If the Building Official is satisfied that the proposed work conforms to the requirements of this code and laws and ordinances applicable thereto, the Building Official shall issue a permit therefore as soon as practicable. When authorized through contractual agreement with a school board, in acting on applications for permits, the Building Official shall give first priority to any applications for the construction of, or addition or renovation to, any school or educational facility.

105.3.1.1 If a state university, Florida college or public school district elects to use a local government's code enforcement offices, fees charged by counties and municipalities for enforcement of the Florida Building Code on buildings, structures, and facilities of state universities, state colleges, and public school districts shall not be more than the actual labor and administrative costs incurred for plans review and inspections to ensure compliance with the code.

105.3.1.2 No permit may be issued for any building construction, erection, alteration, modification, repair, or addition unless the applicant for such permit provides to the enforcing agency which issues the permit any of the following documents which apply to the construction for which the permit is to be issued and which shall be prepared by or under the direction of an engineer registered under Chapter 471, Florida Statutes:

1. Plumbing documents for any new building or addition which requires a plumbing system with more than 250 fixture units or which costs more than \$125,000.

2. Fire sprinkler documents for any new building or addition which includes a fire sprinkler system which contains 50 or more sprinkler heads. Personnel as authorized by chapter 633 Florida Statutes, may design a new fire protection system of 49 or fewer sprinklers; and may design the alteration of an existing fire sprinkler system if the alteration consists of the relocation, addition or deletion of 249 or fewer sprinklers and the addition of up to 49 sprinklers, as long as the cumulative total number of fire sprinklers being added, relocated, or deleted does not exceed 249, notwithstanding the size of the existing fire sprinkler system; or may design the alteration of an existing fire sprinkler system if the alteration consists of the relocation or deletion of 249 or fewer sprinklers, notwithstanding the size of the existing fire sprinkler system, if there is no change of occupancy of the affected areas, as defined in this code and the Florida Fire Prevention Code, and there is no change in the water demand as defined in NFPA 13, "Standard for the Installation of Sprinkler Systems, and if the occupancy hazard classification as defined in NFPA 13 is reduced or remains the same as a result of the alteration.

3. Heating, ventilation, and air-conditioning documents for any new building or addition which requires more than a 15-ton-per-system capacity which is designed to accommodate 100 or more persons or for which the system costs more than \$125,000. This paragraph does not include any document for the replacement or repair of an existing system in which the work does not require altering a structural part of the building or for work on a residential one, two, three or four-family structure.

An air-conditioning system may be designed by an installing air-conditioning contractor certified under Chapter 489, Florida Statutes, to serve any building or addition which is designed to accommodate fewer than 100 persons and requires an air-conditioning system with a value of \$125,000 or less; and when a 15-ton-per system or less is designed for a singular space of a building and each 15-ton system or less has an independent duct system. Systems not complying with the above require design documents that are to be sealed by a professional engineer.

Example 1: When a space has two 10-ton systems with each having an independent duct system, the contractor may design these two systems since each unit (system) is less than 15 tons.

Example 2: Consider a small single-story office building which consists of six

individual offices where each office has a single three-ton package air conditioning heat pump. The six heat pumps are connected to a single water cooling tower. The cost of the entire heating, ventilation and air-conditioning work is \$47,000 and the office building accommodates fewer than 100 persons. Because the six mechanical units are connected to a common water tower this is considered to be an 18-ton system.

NOTE: It was further clarified by the Commission that the limiting criteria of 100 persons and \$125,000 apply to the building occupancy load and the cost for the total air-conditioning system of the building.

4. Any specialized mechanical, electrical, or plumbing document for any new building or addition which includes a medical gas, oxygen, steam, vacuum, toxic air filtration, halon, or fire detection and alarm system which costs more than \$5,000.

Exception:

Simplified permitting processes.

(1) As used in this section, the term:

(a) "Component" means valves, fire sprinklers, escutcheons, hangers, compressors, or any other item deemed acceptable by the local enforcing agency. For purposes of this paragraph, a valve does not include pressure-regulating, pressure-reducing, or pressure-control valves.

(b) "Contractor" means a person who:

1. Is qualified to engage in the business of electrical or alarm system contracting pursuant to a certificate or registration issued by the department under part II of chapter 489, Florida Statutes; or

2. Is qualified to engage in the business of fire protection system contracting pursuant to a license or certificate issued by the State Fire Marshal.

(c) "Fire alarm system project" means a fire alarm system alteration of a total of 20 or fewer initiating devices and notification devices, or the installation or replacement of a fire communicator connected to an existing fire alarm control panel in an existing commercial, residential, apartment, cooperative, or condominium building.

(d) "Fire sprinkler system project" means a fire protection system alteration of a total of 20 or fewer fire sprinklers in which the sprinklers are of the same K-factor and located in spaces where there is no change of hazard classification or increased system coverage area, or the installation or replacement of an equivalent fire sprinkler system component in an existing commercial, residential, apartment, cooperative, or condominium building. For purposes of this paragraph, a component is equivalent if the component has the same or better

characteristics, including electrical, hydraulic, pressure losses, and required listings and spacing as the component being replaced.

(2)(a) A local enforcement agency may require a contractor, as a condition of obtaining a *permit* for a fire alarm system project or fire sprinkler system project, to submit a completed application and payment.

(b) A local enforcement agency may not require a contractor to submit plans or specifications as a condition of obtaining a *permit* for a fire alarm system project or fire sprinkler system project.

(3) A local enforcement agency must issue a *permit* for a fire alarm system project or fire sprinkler system project in person or electronically.

(4) A local enforcement agency must require at least one inspection of a fire alarm system project or fire sprinkler system project to ensure compliance with applicable codes and standards. If a fire alarm system project or fire sprinkler system project fails an inspection, the contractor must take corrective action as necessary to pass inspection.

(5) (a) For a fire sprinkler alarm system project, a contractor must keep a copy of the plans and specifications at the fire alarm system project worksite and make such plans and specifications available to the inspector at each inspection.

(b) For a fire sprinkler system project to alter an existing fire protection system, a contractor must keep a copy of the plans and specifications at the fire sprinkler system project worksite and make such plans and specifications available to the inspector at each inspection.

(c) For a fire sprinkler system project to install or replace a component, a contractor must keep a copy of the manufacturer's installation instructions and any pertinent testing instructions needed to certify or accept the component at the fire sprinkler system project worksite and make such documents available to the inspector at each inspection.

5. Electrical documents. See Florida Statutes 471.003(2)(h). Any electrical or plumbing or air-conditioning and refrigeration system meeting the following thresholds are required to be designed by a Florida Registered Engineer. Any system which:

1. Requires an electrical or plumbing or air-conditioning and refrigeration system with a value greater than \$125,000; and

2. a. Requires an aggregate service capacity of greater than 600 amperes (240 volts) on a residential electrical system or greater than 800 amperes (240 volts) on a commercial or industrial electrical system;

b. Requires a plumbing system with more than 250 fixture units; or

c. Requires a heating, ventilation, and air-conditioning system which exceeds a 15-ton-per-system capacity, or if the project is designed to accommodate more than 100 persons. Documents requiring an engineer seal by this part shall not be valid unless a professional engineer who possesses a valid

certificate of registration has signed, dated, and stamped such document as provided in Section 471.025, Florida Statutes.

6. All public swimming pools and public bathing places defined by and regulated under Chapter 514, Florida Statutes

105.3.1.3 Reviewing application for building permit.

1. When reviewing an application for a building *permit*, a local government may not request additional information from the applicant more than three times, unless the applicant waives such limitation in writing.
2. If a local government requests additional information from an applicant and the applicant submits the requested additional information to the local government within 30 days after receiving the request, the local government must, within 15 days after receiving such information:
 - a. Determine if the application is properly completed;
 - b. Approve the application;
 - c. Approve the application with conditions;
 - d. Deny the application; or
 - e. Advise the applicant of information, if any, that is needed to deem the application properly completed or to determine the sufficiency of the application.
3. If a local government makes a second request for additional information from the applicant and the applicant submits the requested additional information to the local government within 30 days after receiving the request, the local government must, within 10 days after receiving such information:
 - a. Determine if the application is properly completed;
 - b. Approve the application;
 - c. Approve the application with conditions;
 - d. Deny the application; or
 - e. Advise the applicant of information, if any, that is needed to deem the application properly completed or to determine the sufficiency of the application.
4. Before a third request for additional information may be made, the applicant must be offered an opportunity to meet with the local government to attempt to resolve outstanding issues. If a local government makes a third request for additional information from the applicant and the applicant submits the requested additional information to the local government within 30 days after receiving the request, the local government must, within 10 days after receiving such information unless the applicant waived the local government's limitation in writing, determine that the application is complete and:
 - a. Approve the application;
 - b. Approve the application with conditions; or
 - c. Deny the application.
5. If the applicant believes the request for additional information is not authorized by ordinance, rule, statute, or other legal authority, the local government, at the applicant's request, must process the application and either approve the application, approve the application with conditions, or deny the application.

105.3.2 Time limitation of application. An application for a permit for any proposed work shall be deemed to have been abandoned becoming null and void 180 days after the date of filing, or for any 180 day period of abandonment

or suspension during the application process, unless such application has been pursued in good faith or a permit has been issued; except that the Building Official is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing prior to the abandonment date, with justifiable cause demonstrated. Abandoned applications shall be subject to destruction in accordance with state law. The fee for renewal, re-issuance, and extension of a permit application shall be set forth by the administrative authority. There may be fees or requirements from other government agencies for permit application extensions and renewals.

105.3.3 An enforcing authority may not issue a building permit for any building construction, erection, alteration, modification, repair or addition unless the permit either includes on its face or there is attached to the permit the following statement: "NOTICE: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of this county, such as the requirement for Home or Property Owners Association approval, and there may be additional permits required from other governmental entities such as water management districts, state agencies, or federal agencies."

105.3.4 A building permit for a single-family residential dwelling must be issued within 30 working days of application therefore unless unusual circumstances require a longer time for processing the application or unless the permit application fails to satisfy the Florida Building Code or the enforcing agency's laws or ordinances.

105.3.5 Identification of minimum premium policy. Except as otherwise provided in Chapter 440, Florida Statutes, Workers' Compensation, every employer shall, as a condition to receiving a building permit, show proof that it has secured compensation for its employees as provided in Section 440.10 and 440.38, Florida Statutes.

105.3.6 Asbestos removal contractor exemption. Refer to Section 105.9 for additional requirements. A licensed asbestos removal contractor is not required when moving, removal or disposal of asbestos-containing materials on a residential building where the owner occupies the building, the building is not for sale or lease, and the work is performed according to the owner-builder limitations provided in this paragraph. To qualify for exemption under this paragraph, an owner must personally appear and sign the building permit application. The permitting agency shall provide the person with a disclosure statement in substantially the following form:

Disclosure Statement: State law requires asbestos abatement to be done by licensed contractors. You have applied for a permit under an exemption to that law. The exemption allows you, as the owner of your property, to act as your own asbestos abatement contractor even though you do not have a license. You must supervise the construction yourself. You may move, remove or dispose of asbestos-containing materials on a residential building where you occupy the building and the building is not for sale or lease, or the building is a farm outbuilding on your property. If you sell or lease such building within 1 year after the asbestos abatement is complete, the law will presume that you intended to

sell or lease the property at the time the work was done, which is a violation of this exemption. You may not hire an unlicensed person as your contractor. Your work must be done according to all local, state and federal laws and regulations which apply to asbestos abatement projects. It is your responsibility to make sure that people employed by you have licenses required by state law and by county or municipal licensing ordinances.

105.3.7 Applicable Code for Manufactured Buildings. Manufacturers should be permitted to complete all buildings designed and approved prior to the effective date of a new code edition, provided a clear signed contract is in place. The contract shall provide specific data mirroring that required by an application for permit, specifically, without limitation, date of execution, building owner or dealer, and anticipated date of completion. However, the construction activity must commence within 6 months of the contract's execution. The contract is subject to verification by the Department of Business and Professional Regulation.

105.3.8 Public right of way. A permit shall not be given by the Building Official for the construction of any building, or for the alteration of any building where said building is to be changed and such change will affect the exterior walls, bays, balconies, or other appendages or projections fronting on any street, alley or public lane, or for the placing on any lot or premises of any building or structure removed from another lot or premises, unless the applicant has received a right of way permit from the authority having jurisdiction over the street, alley or public lane.

105.4 Conditions of the permit. The issuance or granting of a permit shall not be construed to be a *permit* for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of any other federal, state and local laws, ordinances, codes and regulations. Permits presuming to give authority to violate or cancel the provisions of this code or other ordinances of any other federal, state and local laws, ordinances, codes and regulations shall not be valid. The issuance of a permit based on construction documents and other data shall not prevent the Building Official from requiring the correction of errors in the construction documents and other data. The Building Official is also authorized to prevent occupancy or use of a structure where in violation of this code or of any other ordinances of this jurisdiction or of any other federal, state and local laws, ordinances, codes and regulations.

105.4.1 Permit intent. A permit issued shall be construed to be a license to proceed with the work and not as authority to violate, cancel, alter or set aside any of the provisions of the technical codes, nor shall issuance of a permit prevent the Building Official from thereafter requiring a correction of errors in plans, construction or violations of this code. Every permit issued shall become invalid unless the work authorized by such permit is commenced within six months after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of six months after the time the work is commenced.

105.4.1.1 If work has commenced and the permit is revoked, becomes null and void, or expires because of lack of progress or abandonment, a new permit covering the proposed construction shall be obtained before proceeding with the work.

105.4.1.2 If a new permit, or revalidation (renewal) of the original permit, is not obtained within 180 days from the date the initial permit became null and void, the Building Official is authorized to require that any work which has been commenced or completed be removed from the building site. Alternately, a new permit may be issued on application, providing the work in place and required to complete the structure meets all applicable regulations in effect at the time the initial permit became null and void and any regulations which may have become effective between the date of expiration and the date of issuance of the new permit.

105.4.1.3 Work shall be considered to be in active progress when the permit has received an approved inspection within 180 days. This provision shall not be applicable in the case of civil commotion or strike or when the building work is halted due directly to judicial injunction, order or similar process, or due to action by an environmental or archeological agency having jurisdiction. The Building Official is authorized to grant, in writing, one or more extensions of time, for periods not more than 3 months each. The extension shall be requested in writing and justifiable cause demonstrated, prior to expiration.

105.4.1.4 The fee for renewal, reissuance and extension of a permit shall be set forth by the administrative authority. There may be fees or requirements from other government agencies for permit extensions and renewals.

105.4.1.5 After the local enforcing agency issues a permit, the local enforcing agency may not make or require any substantive changes to the plans or specifications except changes required for compliance with the Florida Building Code, the Florida Fire Prevention Code, or the Life Safety Code, or local amendments thereto. If a local enforcing agency makes or requires substantive changes to the plans or specifications after a permit is issued, the local enforcing agency must identify the specific plan features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide the information to the permitholder in writing.

105.4.1.6 After the local enforcing agency issues a permit, the local enforcing agency may not make or require any substantive changes to the plans or specifications except changes required for compliance with the Florida Building Code, the Florida Fire Prevention Code, or the Life Safety Code, or local amendments thereto. If a local enforcing agency makes or requires substantive changes to the plans or specifications after a permit is issued, the local enforcing agency must identify the specific plan features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide the information to the permit holder in writing.

105.4.2 Additional options for closing a permit. Pursuant to Section 553.79(15), Florida Statutes, a property owner, regardless of whether the property owner is the one listed on the application for the building permit, may close a building permit by complying with the following requirements:

1. The property owner may retain the original contractor listed on the permit or hire a different contractor appropriately licensed in this state to perform the

work necessary to satisfy the conditions of the permit and to obtain any necessary inspection in order to close the permit. If a contractor other than the original contractor listed on the permit is hired by the property owner to close the permit, such contractor is not liable for any defects in the work performed by the original contractor and is only liable for the work that he or she performs.

2. The property owner may assume the role of an owner-builder, in accordance with Sections 489.103(7) and 489.503(6), Florida Statutes.

3. If a building permit is expired and its requirements have been substantially completed as determined by the local enforcement agency, the permit may be closed without having to obtain a new building permit, and the work required to close the permit may be done pursuant to the building code in effect at the time the local enforcement agency received the application for the permit, unless the contractor has sought and received approval from the local enforcement agency for an alternative material, design or method of construction.

4. A local enforcement agency may close a building permit 6 years after the issuance of the permit, even in the absence of a final inspection, if the local enforcement agency determines that no apparent safety hazard exists.

For purposes of this section, the term “close” means that the requirements of the permit have been satisfied.

105.5 Expiration. Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. The Building Official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated as determined by the Building Official.

105.5.1 Additional options for closing a permit. Pursuant to Section 553.79(15), Florida Statutes, a property owner, regardless of whether the property owner is the one listed on the application for the building permit, may close a building permit by complying with the following requirements:

1. The property owner may retain the original contractor listed on the permit or hire a different contractor appropriately licensed in this state to perform the work necessary to satisfy the conditions of the permit and to obtain any necessary inspection in order to close the *permit*. If a contractor other than the original contractor listed on the *permit* is hired by the property owner to close the *permit*, such contractor is not liable for any defects in the work performed by the original contractor and is only liable for the work that he or she performs.

2. The property owner may assume the role of an owner-builder, in accordance with Sections 489.103(7) and 489.503(6), Florida Statutes.

3. If a building permit is expired and its requirements have been substantially completed, as determined by the local enforcement agency, the

permit may be closed without having to obtain a new building permit, and the work required to close the permit may be done pursuant to the building code in effect at the time the local enforcement agency received the application for the permit, unless the contractor has sought and received approval from the local enforcement agency for an alternative material, design or method of construction.

4. A local enforcement agency may close a building permit 6 years after the issuance of the permit, even in the absence of a final inspection, if the local enforcement agency determines that no apparent safety hazard exists.

For purposes of this section, the term “close” means that the requirements of the permit have been satisfied.

105.5.2 For the purposes of this subsection, a closed permit shall mean a permit for which all requirements for completion have been satisfied or a permit that has been administratively closed by the building official.

105.5.3 For the purposes of this subsection, an open permit shall mean a permit that has not satisfied all requirements for completion as defined in 105.5.1.1.

105.6 Denial or revocation. Whenever a permit required under this section is denied or revoked because the plan, or the construction, erection, alteration, modification, repair, or demolition of a building, is found by the local enforcing agency to be not in compliance with the Florida Building Code, the local enforcing agency shall identify the specific plan or project features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the permit applicant. If the local building code administrator or inspector finds that the plans are not in compliance with the Florida Building Code, the local building code administrator or inspector shall identify the specific plan features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the local enforcing agency. The local enforcing agency shall provide this information to the permit applicant.

Pursuant to Section 553.79(16), Florida Statutes, a local enforcement agency may not deny issuance of a building permit to; issue a notice of violation to; or fine, penalize sanction or assess fees against an arm’s-length purchaser of a property for value solely because a building permit applied for by a previous owner of the property was not closed. The local enforcement agency shall maintain all rights and remedies against the property owner and contractor listed on the permit.

Pursuant to Section 553.79(16), Florida Statutes, a local enforcement agency may not deny issuance of a building permit to a contractor solely because the contractor is listed on other building permits that were not closed. A local enforcement agency has the authority to deny a new permit application from an applicant for other reasons.

105.6.1 Misrepresentation of application. The Building Official may revoke a permit or approval, issued under the provisions of this code, when there has been any false statement or misrepresentation as to the material fact in the application or plans on which the permit or approval was based.

105.6.2 Violation of code provisions. The Building Official may require correction or revoke the permit upon determination by the Building Official that the construction, erection, alteration, repair, moving, demolition, installation, or replacement of the building, structure, electrical, gas, mechanical or plumbing systems for which the permit was issued is in violation of, or not in conformity with, the provisions of this code.

105.7 Placement of permit. The building permit or copy shall be kept on the site of the work until the completion of the project.

105.8 Notice of commencement. In accordance with Section 713.135, Florida Statutes, when any person applies for a building permit, the authority issuing such permit shall print on the face of each permit card in no less than 14-point, capitalized, boldfaced type: "WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT."

105.9 Asbestos. The enforcing agency shall require each building permit for the demolition or renovation of an existing structure to contain an asbestos notification statement which indicates the owner's or operator's responsibility to comply with the provisions of Section 469.003, Florida Statutes, and to notify the Department of Environmental Protection of his or her intentions to remove asbestos, when applicable, in accordance with state and federal law. Refer to Section 105.3.6 "Asbestos Removal Contractor Exemption" of this code for additional requirements.

105.10 Certificate of protective treatment for prevention of termites. A weather-resistant jobsite posting board shall be provided to receive duplicate treatment certificates as each required protective treatment is completed, providing a copy for the person the permit is issued to and another copy for the building permit files. The treatment certificate shall provide the product used, identity of the applicator, time and date of the treatment, site location, area treated, chemical used, percent concentration and number of gallons used, to establish a verifiable record of protective treatment. If the soil chemical barrier method for termite prevention is used, final exterior treatment shall be completed prior to final building approval. For a bait system, see Section 1816.1.7 of the Florida Building Code for contract document requirements.

105.11 Notice of termite protection. A permanent sign which identifies the termite treatment provider and need for reinspection and treatment contract renewal shall be provided. The sign shall be posted near the water heater or electric panel.

105.12 Work starting before permit issuance. Upon written request and approval of the Building Official, the scope of work delineated in the building permit application and plan may be started prior to the final approval and issuance of the permit, provided any work completed is entirely at risk of the permit applicant and the work does not proceed past the first required inspection.

105.13 Phased permit approval. After submittal of the appropriate construction

documents, the Building Official is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted. Corrections may be required to meet the requirements of the technical codes.

105.14 Permit issued on basis of an affidavit. The Building Official may accept a sworn affidavit from a registered architect or engineer stating that the plans submitted conform to the technical codes. For buildings and structures, the affidavit shall state that the plans conform to the laws as to egress, type of construction and general arrangement and, if accompanied by drawings, show the structural design and that the plans and design conform to the requirements of the technical codes as to strength, stresses, strains, loads and stability. Whenever a permit is issued in reliance upon an affidavit or whenever the work to be covered by a permit involves installation under conditions which, in the opinion of the Building Official, are hazardous or complex, the Building Official shall require that the architect or engineer who signed the affidavit or prepared the drawings or computations shall supervise such work. In addition, they shall be responsible for conformity to the permit, provide copies of inspection reports as inspections are performed, and upon completion make and file with the Building Official written affidavit that the work has been done in conformity to the reviewed plans and with the structural provisions of the technical codes. In the event such architect or engineer is not available, the owner shall employ in his stead a competent person or agency whose qualifications are reviewed by the Building Official. The Building Official shall ensure that any person conducting plans review is qualified as a plan's examiner under Part XII of Chapter 468, Florida Statutes, and that any person conducting inspections is qualified as a building inspector under Part III of Chapter 468, Florida Statutes. Nothing aforesaid shall preclude plan review or inspections by the Building Official (See also Section 107.6).

Exception: Permit issued on basis of an affidavit shall not extend to the flood load and flood resistance requirements of the Florida Building Code.

105.15 Opening protection. When any activity requiring a building permit that is applied for on or after July 1, 2008, and for which the estimated cost is \$50,000 or more for a site built single-family detached residential structure that is located in the wind borne debris region as defined in this Code and that has an insured value of \$750,000 or more, or, if the site built single-family detached residential structure is uninsured or for which documentation of insured value is not presented, has a just valuation for the structure for purposes of ad valorem taxation of \$750,000 or more; opening protections as required within this Code or Florida Building Code, Residential for new construction shall be provided.

Exception: Where defined wind-borne debris regions have not changed, single family detached residential structures permitted subject to the Florida Building Code are not required to comply with this section.

105.16 Inspection of existing residential building not impacted by construction.

(a) A local enforcing agency, and any local building code administrator, inspector, or

other official or entity, may not require as a condition of issuance of a one- or two-family residential building permit the inspection of any portion of a building, structure, or real property that is not directly impacted by the construction, erection, alteration, modification, repair, or demolition of the building, structure, or real property for which the permit is sought.

(b) This subsection does not apply to a building permit sought for:

1. A substantial improvement as defined in Section 161.54, Florida Statutes, or as defined in the Florida Building Code.
2. A change of occupancy as defined in the Florida Building Code.
3. A conversion from residential to nonresidential or mixed use pursuant to Section 553.507(2)(a), Florida Statutes or as defined in the Florida Building Code.
4. A historic building as defined in the Florida Building Code.

(c) This subsection does not prohibit a local enforcing agency, or any local building code administrator, inspector, or other official or entity, from:

1. Citing any violation inadvertently observed in plain view during the ordinary course of an inspection conducted in accordance with the prohibition in paragraph (a).
2. Inspecting a physically nonadjacent portion of a building, structure, or real property that is directly impacted by the construction, erection, alteration, modification, repair, or demolition of the building, structure, or real property for which the permit is sought in accordance with the prohibition in paragraph (a).
3. Inspecting any portion of a building, structure, or real property for which the owner or other person having control of the building, structure, or real property has voluntarily consented to the inspection of that portion of the building, structure, or real property in accordance with the prohibition in paragraph (a).
4. Inspecting any portion of a building, structure, or real property pursuant to an inspection warrant issued in accordance with Sections 933.20-933.30, Florida Statutes.

105.17 Streamlined low-voltage alarm system installation permitting.

(1) As used in this section, the term:

(a) "Contractor" means a person who is qualified to engage in the business of electrical or alarm system contracting pursuant to a certificate or registration issued by the department under part II of Chapter 489, Florida Statutes.

(b) "Low-voltage alarm system project" means a project related to the installation, maintenance, inspection, replacement, or service of a new or existing alarm system, as defined in Section 489.505, Florida Statutes, that is hardwired and operating at low voltage, as defined in the National Electrical Code Standard 70, and ancillary components or equipment attached to such a system, including, but not limited to, home-automation equipment, thermostats, and video cameras.

(c) "Wireless alarm system" means a burglar alarm system or smoke detector that is not hardwired.

(2) Notwithstanding any provision of this Code, this section applies to all low-voltage alarm system projects for which a permit is required by a local enforcement agency. However, a permit is not required to install, maintain, inspect, replace, or service a wireless alarm system, including any ancillary components or equipment attached to the system.

(3) This section does not apply to the installation or replacement of a fire alarm, or

access control system affecting required means of egress as required by Florida Building Code Chapter 10, if a plan review is required.

(4) A local enforcement agency shall make uniform basic permit labels available for purchase by a contractor to be used for the installation or replacement of a new or existing alarm system at a cost as indicated in Section 553.793, Florida Statutes. The local enforcement agency may not require the payment of any additional fees, charges, or expenses associated with the installation or replacement of a new or existing alarm.

(a) A local enforcement agency may not require a contractor, as a condition of purchasing a label, to submit information other than identification information of the licensee and proof of registration or certification as a contractor.

(b) A label is valid for 1 year after the date of purchase and may only be used within the jurisdiction of the local enforcement agency that issued the label. A contractor may purchase labels in bulk for one or more unspecified current or future projects.

(5) A contractor shall post an unused uniform basic permit label in a conspicuous place on the premises of the low-voltage alarm system project site before commencing work on the project.

(6) A contractor is not required to notify the local enforcement agency before commencing work on a low-voltage alarm system project. However, a contractor must submit a Uniform Notice of a Low-Voltage Alarm System Project as provided under subsection (7) to the local enforcement agency within 14 days after completing the project. A local enforcement agency may take disciplinary action against a contractor who fails to timely submit a Uniform Notice of a Low-Voltage Alarm System Project.

(7) The Uniform Notice of a Low-Voltage Alarm System Project may be submitted electronically or by facsimile if all submissions are signed by the owner, tenant, contractor, or authorized representative of such persons. The Uniform Notice of a Low-Voltage Alarm System Project shall be in the format prescribed by the local enforcement agency and must comply with the requirements of Section 553.793(7), Florida Statutes.

(8) A local enforcement agency may coordinate directly with the owner or customer to inspect a low-voltage alarm system project may be inspected by the local enforcement agency to ensure compliance with applicable codes and standards. If a low-voltage alarm system project fails an inspection, the contractor must take corrective action as necessary to pass inspection.

(9) A municipality, county, district, or other entity of local government may not adopt or maintain in effect any ordinance or rule regarding a low-voltage alarm system project that is inconsistent with this section.

(10) A uniform basic permit label shall not be required for the subsequent maintenance, inspection, or service of an alarm system that was permitted in accordance with this section.

The provisions of this act are not intended to impose new or additional licensure requirements on persons licensed in accordance with the applicable provisions of chapter 489, Florida Statutes.

SECTION 106 FLOOR AND ROOF DESIGN LOADS

106.1 Live loads posted. Where the live loads for which each floor or portion thereof of a commercial or industrial building is or has been designed to exceed 50 psf (2.40 kN/m²), such design live loads shall be conspicuously posted by the owner or the owner's authorized agent in that part of each story in which they apply, using durable signs. It shall be unlawful to remove or deface such notices

106.2 Issuance of certificate of occupancy. A certificate of occupancy required by Section 111 shall not be issued until the floor load signs, required by Section 106.1, have been installed.

106.3 Restrictions on loading. It shall be unlawful to place, or cause or permit to be placed, on any floor or roof of a building, structure or portion thereof, a load greater than is permitted by this code.

SECTION 107 SUBMITTAL DOCUMENTS

107.1 General. Submittal documents consisting of construction documents, statement of special inspections, geotechnical report and other data shall be submitted in two or more sets with each permit application in accordance with Florida Statute 553.79. The construction documents shall be prepared by a registered design professional where required by Chapter 471, Florida Statutes & 61G15 Florida Administrative Code or Chapter 481, Florida Statutes & 61G1 Florida Administrative Code. Where special conditions exist, the Building Official is authorized to require additional construction documents to be prepared by a registered design professional. Electronic media documents shall be submitted when required by the Building Official, in a format acceptable to the Building Official, and may require only one set of submittals.

Exception: The Building Official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code.

If the design professional is an architect, interior designer, or engineer legally registered under the laws of this state regulating the practice of architecture or interior design as provided for in Chapter 481, Florida Statutes, Part I, or landscape architecture as provided for in Chapter 481, Florida Statutes, Part II, or engineering as provided for in Chapter 471, Florida Statutes, then he or she shall affix his or her official seal to said drawings, specifications and accompanying data, as required by Florida Statute.

107.2 Construction documents. Construction documents shall be in accordance with Sections 107.2.1 through 107.2.6.

107.2.1 Information on construction documents. Construction documents shall be dimensioned and drawn upon suitable material. Electronic media documents are permitted to be submitted when approved by the Building Official. Construction documents shall be of sufficient clarity to indicate the

location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the Building Official. Such drawings and specifications shall contain information, in the form of notes or otherwise, as to the quality of materials, where quality is essential to conformity with the technical codes. Such information shall be specific, and the technical codes shall not be cited as a whole or in part, nor shall the term "legal" or its equivalent be used as a substitute for specific information. All information, drawings, specifications and accompanying data shall bear the name and signature of the person responsible for the design.

107.2.1.1 For roof assemblies required by the code, the construction documents shall illustrate, describe, and delineate the type of roofing system, materials, fastening requirements, flashing requirements and wind resistance rating that are required to be installed. Product evaluation and installation shall indicate compliance with the wind criteria required for the specific site or a statement by an architect or engineer certifying suitability for the specific site must be submitted with the construction documents.

107.2.1.2 Additional data. The Building Official may require details, computations, stress diagrams, and other data necessary to describe the construction or installation and the basis of calculations. All drawings, specifications and accompanying data required by the Building Official to be prepared by an architect or engineer shall be affixed with their official seal, signature and date as state law requires.

107.2.1.3 Quality of building plans. Building plans shall be drawn to a minimum 1/8 inch scale upon substantial paper, cloth or other acceptable medium. The Building Official may establish, through Departmental policy, other standards for plans and specifications, including electronic format, in order to provide conformity to its electronic permit review and record retention program. This policy may include such things as minimum size, shape, contrast, clarity, or other items related to records management. Electronic media must be compatible with the archive requirements of Florida Statutes.

107.2.2 Fire protection system shop drawings. Shop drawings for the fire protection system(s) shall be submitted to indicate conformance to this code and the construction documents and shall be approved prior to the start of system installation. Shop drawings shall contain all information as required by the referenced installation standards in Chapter 9.

107.2.3 Means of egress. The construction documents shall show in sufficient detail the location, construction, size and character of all portions of the means of egress including the path of the exit discharge to the public way in compliance with the provisions of this code. In other than occupancies in Groups R-2, R-3, and I-1, the construction documents shall designate the number of occupants to be accommodated on every floor, and in all rooms and spaces.

107.2.4 Exterior wall envelope. Construction documents for all buildings shall describe the exterior wall envelope in sufficient detail to determine compliance with this code. The construction documents shall provide details of

the exterior wall envelope as required, including flashing, intersections with dissimilar materials, corners, end details, control joints, intersections at roof, eaves or parapets, means of drainage, water-resistive membrane and details around openings.

The construction documents shall include manufacturer's installation instructions that provide supporting documentation that the proposed penetration and opening details described in the construction documents maintain the weather resistance of the exterior wall envelope. The supporting documentation should fully describe the exterior wall system, which was tested, where applicable, as well as the test procedure used.

107.2.5 Exterior balcony and elevated walking surfaces. Where balcony or other elevated walking surfaces are exposed to water from direct or blowing rain, snow or irrigation, and the structural framing is protected by an impervious moisture barrier the construction documents shall include details for all element of the impervious moisture barrier system. The construction documents shall include manufacturer's installation instructions.

107.2.6 Site plan. The construction documents submitted with the application for permit shall be accompanied by a site plan showing to scale the size and location of new construction and existing structures on the site, distances from lot lines, the established street grades and the proposed finished grades and, as applicable, flood hazard areas, floodways, and design flood elevations; and it shall be drawn in accordance with an accurate boundary line survey. In the case of demolition, the site plan shall show construction to be demolished and the location and size of existing structures and construction that are to remain on the site or plot. The Building Official is authorized to waive or modify the requirement for a site plan when the application for *permit* is for *alteration* or repair or when otherwise warranted.

107.2.6.1 Design flood elevations. Where design flood elevations are not specified, they shall be established in accordance with Section 1612.3.1. Design flood elevations shall be uniformly specified utilizing the currently effective NAVD 88.

107.2.6.2 For the purpose of inspection and record retention, site plans for a building may be maintained in the form of an electronic copy at the worksite. These plans must be open to inspection by the Building Official or a duly authorized representative, as required by the Florida Building Code.

107.2.7 Structural information. The construction documents shall provide the information specified in Section 1603.

107.3 Examination of documents. The Building Official shall examine or cause to be examined the accompanying submittal documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.

Exceptions:

1. Building plans approved pursuant to Section 553.77(5), Florida Statutes, and state-

approved manufactured buildings are exempt from local codes enforcing agency plan reviews except for provisions of the code relating to erection, assembly or construction at the site. Erection, assembly and construction at the site are subject to local permitting and inspections. Photocopies of plans approved according to FAC 61-41.009, Florida Administrative Code, shall be sufficient for local permit application documents of record for the modular building portion of the permitted project.

2. Industrial construction on sites where design, construction and fire safety are supervised by appropriately licensed design and inspection professionals and which contain adequate in-house fire departments and rescue squads is exempt, subject to approval by the Building Official, from review of plans and inspections, providing the appropriate licensed design and inspection professionals certify that applicable codes and standards have been met and supply appropriate approved drawings to local building and fire-safety inspectors.

107.3.1 Approval of construction documents. When the Building Official issues a permit, the construction document shall be approved, in writing or by stamp, as "Reviewed for Code Compliance." One set of construction documents so reviewed shall be retained by the Building Official. The other set shall be returned to the applicant, shall be kept at the site of work and shall be open to inspection by the Building Official or a duly authorized representative.

107.3.2 Previous approvals. This code shall not require changes in the construction documents, construction or designated occupancy of a structure for which a lawful permit has been heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within 180 days after the effective date of this code and has not been abandoned.

107.3.3 Phased approval. The Building Official is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted, provided that adequate information and detailed statements have been filed complying with pertinent requirements of this code. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted.

107.3.4 Design professional in responsible charge. Where it is required that documents be prepared by a registered design professional, the Building Official shall be authorized to require the owner or the owner's authorized agent to engage and designate on the building permit application a registered design professional who shall act as the registered design professional in responsible charge. If the circumstances require, the owner or the owner's authorized agent shall designate a substitute registered design professional in responsible charge who shall perform the duties required of the original registered design professional in responsible charge. The Building Official shall be notified in writing by the owner or the owner's authorized agent if the registered design professional in responsible charge is changed or is unable to continue to perform the duties. Successor registered design professional in responsible charge licensed under Chapter 471 Florida Statutes shall comply with Section 471.025(4) Florida Statute, and the procedure set forth in 61G15-

27.001 Florida Administrative Code; or licensed under Chapter 481, Florida Statutes, shall comply with Section 481.221(6), Florida Statute, and the procedure set forth in 61G1-18.002 Florida Administrative Code.

The registered design professional in responsible charge shall be responsible for reviewing and coordinating submittal documents prepared by others, including phased and deferred submittal items, for compatibility with the design of the building. Those products which are regulated by FAC Rule 61G20 shall be reviewed and approved in writing by the designer of record prior to submittal for jurisdictional approval.

107.3.4.1 Deferred submittals. For the purposes of this section, deferred submittals are defined as those portions of the design that are not submitted at the time of the application and that are to be submitted to the Building Official.

Deferral of any submittal items shall have the prior approval of the Building Official. The registered design professional in responsible charge shall list the deferred submittals on the construction documents for review by the Building Official.

Documents for deferred submittal items shall be submitted to the registered design professional in responsible charge who shall review them and forward them to the Building Official with a notation indicating that the deferred submittal documents have been reviewed and found to be in general conformance to the design of the building. The deferred submittal items shall not be installed until the deferred submittal documents have been approved by the Building Official.

107.3.4.2 Certifications by contractors authorized under the provisions of Section 489.115(4)(b), Florida Statutes, shall be considered equivalent to sealed plans and specifications by a person licensed under Chapter 471, Florida Statutes, or Chapter 481 Florida Statutes, by local enforcement agencies for plans review for permitting purposes relating to compliance with the wind-resistance provisions of the code or alternate methodologies approved by the Florida Building Commission for one- and two-family dwellings. Local enforcement agencies may rely upon such certification by contractors that the plans and specifications submitted conform to the requirements of the code for wind resistance. Upon good cause shown, local government code enforcement agencies may accept or reject plans sealed by persons licensed under Chapters 471, 481 or 489, Florida Statutes.

107.3.5 Minimum plan review criteria for buildings. The examination of the documents by the Building Official shall include the following minimum criteria and documents: a floor plan; site plan; foundation plan; floor/roof framing plan or truss layout; all fenestration and building envelope penetrations; flashing; and rough opening dimensions; and all exterior elevations:

Commercial Buildings:

Building

1. Site requirements:

Parking
Fire access
Vehicle loading
Driving/turning radius
Fire hydrant/water supply/post indicator valve (PIV)
Set back/separation (assumed property lines)
Location of specific tanks, water lines and sewer lines
Flood hazard areas, flood zones, and design flood elevations

2. Occupancy group and special occupancy requirements shall be determined (with cross check with the energy code submittal).

3. Minimum type of construction shall be determined (see Table 503).

4. Fire-resistant construction requirements shall include the following components: Fire-resistant separations
Fire-resistant protection for type of construction Protection of openings and penetrations of rated walls
Fire blocking and draft stopping and calculated fire resistance

5. Fire suppression systems shall include Early warning smoke evacuation systems
Schematic fire sprinklers
Standpipes
Pre-engineered systems
Riser diagram

6. Life safety systems shall be determined and shall include the following requirements:
Occupant load and egress capacities
Early warning
Smoke control
Stair pressurization
Systems schematic

7. Occupancy load/egress requirements shall include:
Occupancy load
Gross
Net
Means of egress
Exit access
Exit
Exit discharge
Stair's construction/geometry and protection
Doors
Emergency lighting and exit signs
Specific occupancy requirements
Construction requirements
Horizontal exits/exit passageways

8. Structural requirements shall include:

- Soil conditions/analysis
- Termite protection
- Design loads
- Wind requirements
- Building envelope
- Impact resistant coverings or systems
- Structural calculations (if required)
- Foundation
- Flood requirements in accordance with Section 1612, including lowest floor elevations, enclosures, flood damage-resistant materials
- Wall systems
- Floor systems
- Roof systems
- Threshold inspection plan
- Stair systems

9. Materials shall be reviewed and shall at a minimum include the following:

- Wood
- Steel
- Aluminum
- Concrete
- Plastic
- Glass
- Masonry
- Gypsum board and plaster
- Insulating (mechanical)
- Roofing
- Deck coatings
- Insulation
- Building envelope portions of the Energy Code (including calculation and mandatory requirements)

10. Accessibility requirements shall include the following:

- Site requirements
- Accessible route
- Vertical accessibility
- Toilet and bathing facilities
- Drinking fountains
- Equipment
- Special occupancy requirements
- Fair housing requirements

11. Interior requirements shall include the following:

- Interior finishes (flame spread/smoke development)
- Light and ventilation (including corresponding portion of the energy code)
- Sanitation

12. Special systems:

- Elevators
- Escalators
- Lifts

- 13. Swimming pools:
 - Barrier requirements
 - Spas
 - Wading pools

14. Location and installation details. The specific location and installation details of each fire door, fire damper, ceiling damper and smoke damper shall be shown and properly identified on the building plans by the designer.

Electrical

- 1. Electrical:
 - Wiring
 - Services
 - Feeders and branch circuits
 - Overcurrent protection
 - Grounding
 - Wiring methods and materials
 - GFCIs

Electrical portions of the Energy Code (including calculation and mandatory requirements)

- 2. Equipment
- 3. Special occupancies
- 4. Emergency systems
- 5. Communication systems
- 6. Low voltage
- 7. Load calculations
- 8. Design flood elevation

Plumbing

- 1. Minimum plumbing facilities
- 2. Fixture requirements
- 3. Water supply piping
- 4. Sanitary drainage
- 5. Water heaters
- 6. Vents
- 7. Roof drainage
- 8. Back flow prevention
- 9. Irrigation
- 10. Location of water supply line
- 11. Grease traps
- 12. Environmental requirements
- 13. Plumbing riser
- 14. Design flood elevation
- 15. Water/plumbing portions of the Energy Code (including calculation and mandatory requirements)

Mechanical

1. Mechanical portions of the energy calculations
2. Exhaust systems:
 - Clothes dryer exhaust
 - Kitchen equipment exhaust
 - Specialty exhaust systems
3. Equipment
4. Equipment location
5. Make-up air
6. Roof-mounted equipment
7. Duct systems
8. Ventilation
9. Combustion air
10. Chimneys, fireplaces, and vents
11. Appliances
12. Boilers
13. Refrigeration
14. Bathroom ventilation
15. Laboratory
16. Design flood elevation
17. Smoke and/or Fire Dampers

Gas

1. Gas piping
2. Venting
3. Combustion air
4. Chimneys and vents
5. Appliances
6. Type of gas
7. Fireplaces
8. LP tank location
9. Riser diagram/shutoffs
10. Design flood elevation
11. Gas portions of the Energy Code (including calculation and mandatory requirements)

Demolition

1. Asbestos removal:

Residential (one- and two-family):

1. Site requirements:
 - Set back/separation (assumed property lines)
 - Location of septic tanks
2. Fire-resistant construction (if required)
3. Fire
4. Smoke and/or carbon monoxide alarm/detector locations

5. Egress

Egress window size and location stairs construction requirements

6. Structural requirements shall include:

Wall section from foundation through roof, including assembly and materials, connector tables, wind requirements, and structural calculations (if required)

Termite protection

Design loads

Wind requirements

Building envelope

Foundation

Wall systems

Floor systems

Roof systems

Flood hazard areas, flood zones, design flood elevations, lowest floor elevations, enclosures, equipment, and flood damage-resistant materials

7. Accessibility requirements: show/identify accessible bath

8. Impact resistant coverings or systems

9. Residential Energy Code submittal (including calculation and mandatory requirements)

10. Electrical:

Electric service riser with wire sizes, conduit detail and grounding detail

Complete load calculations, Panel schedules

11. Mechanical:

Equipment and location, Duct systems

12. Plumbing:

Plumbing riser

13. Gas:

Gas piping

Venting

Combustion air

Chimneys and vents

Appliances

Type of gas

Fireplaces

LP tank location

Riser diagram/shutoffs

14. Swimming Pools

Barrier requirements

Spas

Wading pools

Manufactured buildings/housing -

1. Site requirements

Setback/separation (assumed property lines)

Location of septic tanks (if applicable)

2. Structural:

Wind zone

Flood Anchoring

Blocking

3. Plumbing:

List potable water source and meter size (if applicable)

4. Mechanical:

Exhaust systems

Clothes dryer exhaust

Kitchen equipment exhaust

5. Electrical exteriors disconnect location:

Exemptions.

Plans examination by the *Building Official* shall not be required for the following work:

1. Replacing existing equipment such as mechanical units, water heaters, etc.
2. Reroofs (as determined by local jurisdiction)
3. Minor electrical, plumbing, and mechanical repairs
4. Annual maintenance permits
5. Prototype plans

Except for local site adaptations, siding, foundations and/or modifications.

Except for structures that require waiver.

6. Manufactured buildings plan except for foundations and modifications of buildings on site and as listed above in manufactured buildings/housing.

107.4 Amended construction documents. Work shall be installed in accordance with the approved construction documents, and any changes made during construction that are not in compliance with the approved construction documents shall be resubmitted for approval as an amended set of construction documents.

107.5 Retention of construction documents. One set of approved construction documents shall be retained by the Building Official for a period of not less than 180 days from date of completion of the permitted work, or as required by state or local laws.

107.6 Affidavits. The Building Official may accept a sworn affidavit from a registered architect or engineer stating that the plans submitted conform to the technical codes. For buildings and structures, the affidavit shall state that the plans conform to the laws as to egress, type of construction and general arrangement and, if accompanied by drawings, show the structural design and that the plans and design conform to the requirements of the technical codes as to strength, stresses, strains, loads and stability. The Building Official may without any examination or inspection accept such affidavit, provided the architect or engineer who made such affidavit agrees to submit to the Building Official copies of inspection reports as inspections are performed and upon completion of the structure, electrical, gas, mechanical or plumbing systems a certification that the

structure, electrical, gas, mechanical or plumbing system has been erected in accordance with the requirements of the technical codes. Where the Building Official relies upon such affidavit, the architect or engineer shall assume full responsibility for compliance with all provisions of the technical codes and other pertinent laws or ordinances. The Building Official shall ensure that any person conducting plans review is qualified as a plan's examiner under Part XII of Chapter 468, Florida Statutes, and that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468, Florida Statutes. Nothing aforesaid shall preclude plan review or inspections by the Building Official (See also Section 105.14). On applications in which private provider services are utilized, all time frames shall adhere to time frames as indicated in Florida Statutes 553.791 7(a).

107.6.1 Building permits issued on the basis of an affidavit in special flood hazard areas. Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Parts 59 and 60), the authority granted to the Building Official to issue permits, to rely on inspections, and to accept plans and construction documents on the basis of affidavits and plans submitted pursuant to Sections 105.14 and 107.6, shall not extend to the flood load and flood resistance construction requirements of the Florida Building Code.

107.6.2 Affidavits Provided Pursuant to Section 553.791, Florida Statutes. For a building or structure in a flood hazard area, the building official shall review any affidavit certifying compliance with the flood load and flood-resistant construction requirements of the Florida Building Code.

107.7 If the local building code administrator or inspector finds that the plans are not in compliance with the Florida Building Code, the local building code administrator or inspector shall identify the specific plan features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the local enforcing agency. If the building code administrator, plans examiner, or inspector requests another local enforcing agency employee or a person contracted by the local enforcing agency to review the plans and that employee or person identifies specific plan features that do not comply with the applicable codes, the building code administrator, plans examiner, or inspector must provide this information to the local enforcing agency. The local enforcing agency shall provide this information to the permit applicant.

SECTION 108 TEMPORARY STRUCTURES AND USES

108.1 General. The Building Official is authorized to issue a permit for temporary structures and temporary uses. Such permits shall be limited as to time of service, but shall not be permitted for more than 180 days. The Building Official is authorized to grant extensions for demonstrated cause.

108.2 Conformance. Temporary structures and uses shall comply with the requirements in Section 3103.

108.3 Temporary power. The Building Official is authorized to give permission to temporarily supply and use power in part of an electric installation before such

installation has been fully completed and the final certificate of completion has been issued. The part covered by the temporary certificate shall comply with the requirements specified for temporary lighting, heat, or power in NFPA 70.

108.4 Termination of approval. The Building Official is authorized to terminate such permit for a temporary structure or use and to order the temporary structure to be removed or use to be discontinued.

SECTION 109 FEES

109.1 Payment of fees. A permit shall not be valid until the fees prescribed by law have been paid, nor shall an amendment to a permit be released until the additional fee, if any, has been paid.

109.2 Schedule of permit fees. On buildings, structures, electrical, gas, mechanical, and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as established by the applicable governing authority.

109.2.1 Types of Fees Enumerated. Fees may be charged for but not limited to the following:

- Permits;
- Plans examination;
- Certificates of competency (including fees for applications, examinations, renewal, late renewal, and reciprocity);
- Re-inspections;
- Administrative fees (including fees for investigative and legal costs incurred in the context of certain disciplinary cases heard by the board);
- Variance requests;
- Administrative appeals;
- Violations; and
- Other fees as established by local resolution or ordinance.

109.3 Building permit valuations. The applicant for a permit shall provide an estimated permit value at time of application. Permit valuations shall include total value of work, including materials and labor, for which the permit is being issued, such as electrical, gas, mechanical, plumbing equipment and permanent systems. If, in the opinion of the Building Official, the valuation is underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the Building Official. Final building permit valuation shall be set by the Building Official.

109.4 Work commencing before permit issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits or without prior approval from the Building Official as permitted in Section 105.2.2 or 105.12 shall be subject to a fee established by the Building Official that shall be in addition to the required permit fees or as provided by local ordinance. This provision shall not apply to emergency work when delay would clearly have placed life or property in imminent danger. But in all such cases the

required permit(s) must be applied for within three (3) business days and any unreasonable delay in obtaining those permit(s) shall result in the charge of a double fee. The payment of a double fee shall not preclude or be deemed a substitute for prosecution for commencing work without first obtaining a permit. The Building Official may grant extensions of time or waive fees when justifiable cause has been demonstrated in writing.

109.5 Related fees. The payment of the fee for the construction, alteration, removal or demolition for work done in connection to or concurrently with the work authorized by a building permit shall not relieve the applicant or holder of the permit from the payment of other fees that are prescribed by law.

109.6 Refunds. The Building Official is authorized to establish and publish a refund policy through local ordinance, which is located in the village code of ordinances, section 10.56.

SECTION 110 INSPECTIONS

110.1 General. Construction or work for which a permit is required shall be subject to inspection by the Building Official and such construction or work shall remain exposed and provided with access for inspection purposes until approved.

Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the owner or the owner's authorized agent to cause the work to remain exposed and provided with access for inspection purposes. The Building Official shall be permitted to require a boundary line survey prepared by a qualified surveyor whenever the boundary lines cannot be readily determined in the field. Neither the Building Official nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

110.1.1 Manufacturers and fabricators. When deemed necessary by the Building Official, he/she shall make, or cause to be made, an inspection of materials or assemblies at the point of manufacture or fabrication. A record shall be made of every such examination and inspection and of all violations of the technical codes.

110.1.2 Inspection service. The Building Official may make, or cause to be made, the inspections required by Section 110. He or she may accept reports of department inspectors, independent inspectors or of recognized inspection services, provided that after investigation he/she is satisfied as to their licensure, qualifications, and reliability. A certificate required by any provision of this code shall not be based on such reports unless the same are recorded by the building code inspector or the architect or engineer performing building code inspections in a manner specified by the Building Official. The Building Official shall ensure that all persons making such inspections shall be certified in accordance with Chapter 468 Florida Statutes; or licensed under Chapter 471 or 481 Florida Statutes.

The Building Official may require the owner to employ an inspection service in the following instances:

1. For buildings or additions of Type I construction;
2. For all major structural alterations;
3. Where the concrete design is based on compressive strength in excess of 3000 pounds per square inch;
4. For pile driving;
5. For buildings with an area greater than 20,000 square feet;
6. For buildings more than two stories in height; or
7. For buildings and structures of unusual design or methods of construction.

Such inspectors shall be present when work is underway on the structural elements of the building to adequately attest to its compliance. Such inspectors shall be a registered architect, or engineer. An employee of the architect or engineer licensed under Chapter 468, Part XII, Florida Statutes may perform the inspections, under the direction of and with final certification from the architect or engineer. Such inspectors shall submit weekly progress reports including the daily inspections to the Building Official and including a code compliance opinion of the resident inspector. At the completion of the construction work or project, the architect or engineer shall submit a certificate of compliance to the Building Official, stating that the work was done in compliance with this code and in accordance with the permitted drawing. Final inspection shall be made by the Building Official before a Certificate of Occupancy or Certificate of Completion is issued; and confirmation inspections may be made at any time to monitor activities and resident inspectors.

110.1.3 Affidavit for inspection. With specific prior approval of, and in a format acceptable to the Building Official, an affidavit for certification of inspection may be accepted from the permit qualifier; when accompanied by extensive photographic evidence of sufficient detail to demonstrate code compliance. The photographic evidence shall be comprehensive in the display of the installation and/or construction and job location identifiers. The affidavit and accompanying photographs shall be provided to the inspector onsite, at the next scheduled inspection. If the photographs are found to be insufficient by the Building Official to demonstrate compliance with this code and/or the permitted document, or clearly display location identifiers, or are missing, the inspector shall require the contractor to obtain the services of a registered Florida professional engineer to inspect and certify the installation and/or construction.

110.1.3.1 Exception: Affidavits may not be accepted for inspection of elements of construction which require inspection by the local jurisdiction under the requirements of Title 44, Code of Federal Regulations, Parts 59 and 60, and the local flood damage prevention ordinance.

110.2 Preliminary inspection. Before issuing a permit, the Building Official is authorized to examine or cause to be examined buildings, structures, and sites for which an application has been filed.

110.3 Required inspections. The Building Official upon notification from the permit

holder or his or her agent shall make the following inspections, or any other such inspection as deemed necessary and shall either release that portion of the construction or shall notify the permit holder or his or her agent of any violations which must be corrected in order to comply with the technical codes. The Building Official shall determine the timing and sequencing of when inspections occur and what elements are inspected at each inspection.

Building

1. Foundation inspection. To be made after trenches are excavated, any required reinforcing steel is in place, forms erected and shall at a minimum include the following building components:

- Stem-wall
- Monolithic slab-on-grade
- Piling/pile caps
- Footers/grade beams

1.1. Slab Inspection: Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

A foundation/Form board survey prepared and certified by a registered surveyor may be required, prior to approval of the slab inspection. The survey shall certify placement of the building on the site, illustrate all surrounding setback dimensions and shall be available at the job site for review by the building inspector. In lieu of providing a survey, the contractor may elect to uncover all property line markers and string-up all property lines in preparation for inspection.

1.2. In flood hazard areas, upon placement of the lowest floor, including basement, and prior to further vertical construction, the elevation certification shall be submitted to the building official.

2. Framing inspection. To be made after the roof, all framing, fire blocking and bracing is in place, all concealing wiring, all pipes, chimneys, ducts and vents are complete and the rough electrical, plumbing, heating wires, pipes and ducts are approved and shall at a minimum include the following building components:

- Window/door framing
- Window U-factor/SHGC as indicated on approved energy calculations
- Vertical cells/columns
- Lintel/tie beams
- Framing/trusses/bracing/connectors (including truss layout and engineered drawings)

- Draft stopping/fire blocking
- Curtain wall framing
- Energy insulation (Insulation R-factor as indicated on approved calculations)
- Accessibility.
- Verify rough opening dimensions are within tolerances.
- Window/door buck attachment

2.1. Insulation Inspection: To be made after the framing inspection is approved and the insulation is in place, according to approved energy calculation submittal Includes wall and ceiling insulation.

2.2 Lath and gypsum board inspection for fire-resistance-rated or shear assemblies. Lath and gypsum board inspections shall be made after lathing and gypsum board, interior and exterior, is in place, but before any plastering is applied or gypsum board joints and fasteners are taped and finished.

3. Sheathing inspection. To be made either as part of a dry-in inspection or done separately at the request of the contractor after all roof and wall sheathing and fasteners are complete and shall at a minimum include the following building components:

- Roof sheathing
- Wall sheathing
- Continuous air barrier
- Exterior Siding/Cladding
- Sheathing fasteners
- Roof/wall dry-in.

NOTE: Sheathing fasteners installed and found to be missing the structural member (shiners) shall be removed and properly reinstalled prior to installation of the dry-in material. **Exception:** ring shank nails shall be bent over, and a new fastener installed.

4. Exterior wall coverings. Shall at a minimum include the following building components in progress inspections:

- Exterior wall coverings and veneers
- Soffit coverings

5. Roofing inspection. Shall at a minimum be made in at least two inspections and include the following building components:

- Dry-in
- Insulation
- Roof coverings (including In Progress as necessary)
- Insulation on roof deck (according to submitted energy calculation)
- Flashing
- Sheathing

5.1. Re-Roof sheathing inspection. An affidavit with a notarized signature of a state or locally licensed roofing contractor for the installation of additional sheathing fasteners as required by the Existing Building Code may be accepted at the discretion of the Building Official.

6. Final inspection. To be made after the building, including all sub-trade inspections, is completed and ready for occupancy.

6.1. In flood hazard areas, as part of the final inspection, a final certification of the lowest floor elevation shall be submitted to the authority having jurisdiction.

7. Swimming pool inspection. First inspection to be made after excavation and installation of reinforcing steel, bonding, and main drain and prior to placing of concrete shell.

1. Steel reinforcement inspection
2. Underground electric inspection.
3. Underground piping inspection including a pressure test.
4. Underground electric inspection under deck area (including the equipotential bonding)
5. Underground piping inspection under deck area.
6. Deck inspection: to be made prior to installation of the deck material (with forms, deck drains, and any reinforcement in place
7. Safety Inspection; Made prior to filling the pool with the bonding connections made, the proper drain covers installed and the final barriers installed.
8. Final pool piping.
9. Final Electrical inspection.
10. Final inspection to be made when the swimming pool is complete and all required enclosure requirements are in place.

In order to pass final inspection and receive a certificate of completion, a residential swimming pool must meet the requirements relating to pool safety features as described in Section 454.2.17. of this code

8. Demolition inspections. First inspection to be made after all utility connections have been disconnected and secured in such manner that no unsafe or unsanitary conditions shall exist during or after demolition operations. Final inspection to be made after all demolition work is completed.

9. Manufactured building inspections. The building department shall inspect construction of foundations; connecting buildings to foundations; installation of parts identified on plans as site installed items, joining the modules, including utility crossovers; utility connections from the building to utility lines on site; and any other work done on site which requires compliance with the Florida Building Code. Additional inspections may be required for public educational facilities (see Section 453.27.20 of this code).

10. Where impact resistant coverings or impact resistant systems are installed, the Building Official shall schedule adequate inspections of impact resistant coverings or impact resistant systems to determine the following:

The system indicated on the plans was installed.

The system is installed in accordance with the manufacturer's installation instructions and the product approval.

Electrical

1. Underground inspection. To be made after trenches or ditches are excavated, conduit or cable installed, and before any backfill is put in place.

2. Rough-in inspection. To be made after the roof, framing, fire blocking and bracing is in place and prior to the installation of wall or ceiling membranes.

3. Final inspection. To be made after the building electrical system is complete, all required electrical fixtures are in place and properly connected or protected, and the structure is ready for occupancy.

4. Existing Swimming Pools. To be made after all repairs or alterations are complete, all required electrical equipment, GFCI protection, and equipotential bonding are in place on said alterations or repairs.

Plumbing

1. Underground inspection. To be made after trenches or ditches are excavated, piping installed, and before any backfill is put in place.

2. Rough-in inspection. To be made after the roof, framing, fire blocking and bracing is in place and all soil, waste and vent piping is complete, and prior to this installation of wall or ceiling membranes.

includes plumbing provisions of the energy code and approved calculations provisions.

3. Final inspection. To be made after the building plumbing system is complete, all plumbing fixtures are in place and properly connected, and the structure is ready for occupancy.

Note: See Section 312 of the Florida Building Code, Plumbing for required tests.

Mechanical

1. Underground inspection. To be made after trenches or ditches are excavated, underground duct and fuel piping installed, and before any backfill is put in place.

2. Rough-in inspection. To be made after the roof, framing, fire blocking and bracing are in place and all ducting, and other concealed components are complete, and prior to the installation of wall or ceiling membranes.

includes mechanical provisions of the energy code and approved calculations provisions.

3. Final inspection. To be made after the building mechanical system is complete, the mechanical system is in place and properly connected, and the structure is ready for occupancy.

Gas

1. Rough piping inspection. To be made after all new piping authorized by the permit has been installed, and before any such piping has been covered or concealed or any fixtures or gas appliances have been connected.

includes gas provisions of the energy code and approved calculations provisions.

2. Final piping inspection. To be made after all piping authorized by the permit has been installed and after all portions which are to be concealed by plastering or otherwise have been so concealed, and before any fixtures or gas appliances have been connected. This inspection shall include a pressure test.

3. Final inspection. To be made on all new gas work authorized by the permit and such portions of existing systems as may be affected by new work or any changes, to ensure compliance with all the requirements of this code and to assure that the installation and construction of the gas system is in accordance with reviewed plans.

Site Debris

1. The contractor and/or owner of any active or inactive construction project shall be responsible for the clean-up and removal of all construction debris or any other miscellaneous discarded articles during the course of the construction project and prior to receiving final inspection approval. Construction job sites must be kept clean and in a safe condition at all times.

2. All debris shall be kept in such a manner as to prevent it from being spread by any means.

110.3.1 Footing and foundation inspection. Footing and foundation inspections shall be made after excavations for footings are complete and any required reinforcing steel is in place. For concrete foundations, any required forms shall be in place prior to inspection. Materials for the foundation shall be on the job, except where concrete is ready mixed in accordance with ASTM C 94, the concrete need not be on the job.

110.3.2 Concrete slab and under-floor inspection.

Concrete slab and under-floor inspections shall be made after in-slab or under-floor

reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

110.3.3 Lowest floor elevation. In flood hazard areas, upon placement of the lowest floor, including the basement, and prior to further vertical construction, the elevation certification required in Section 1612.4 of the Florida Building Code, Building and Section R322 of the Florida Building Code, Residential, shall be submitted to the Building Official.

110.3.4 Frame inspection. Framing inspections shall be made after the roof deck or sheathing, all framing, fire blocking and bracing are in place and pipes, chimneys and vents to be concealed are complete and the rough electrical, plumbing, heating wires, pipes and ducts are approved.

110.3.5 Lath, gypsum board and gypsum panel product inspection. Lath, gypsum board and gypsum panel product inspections shall be made after lathing, gypsum board and gypsum panel products, interior and exterior, are in place, but before any plastering is applied or gypsum board and gypsum panel product joints and fasteners are taped and finished.

Exception: Gypsum board and gypsum panel products that are not part of a fire-resistance-rated assembly or a shear assembly.

110.3.6 Weather-exposed balcony and walking surface waterproofing. Where balcony or other elevated walking surfaces are exposed to water from direct or blowing rain, snow or irrigation, and the structural framing is protected by an impervious moisture barrier, all elements of the impervious-moisture-barrier system shall not be concealed until inspected and approved.

110.3.7 Fire- and smoke-resistant penetrations. Protection of joints and penetrations in fire-resistance rated assemblies, smoke barriers and smoke partition shall not be concealed from view until inspected and approved.

110.3.8 Energy efficiency inspections. Inspections shall be made to determine compliance with FBC, Energy Conservation and confirm with the approved energy code submittal (by appropriate trade) and corresponding mandatory requirements and shall include, but not be limited to, inspections for: corresponding envelope insulation *R*- and *U*-values, fenestration *U*-value and Solar Heat Gain Coefficient, duct system *R*-value, and HVAC, lighting, electrical and water-heating equipment efficiency.

110.3.9 Other inspections. In addition to the inspections specified in Sections 110.3 through 110.3.7, the Building Official is authorized to make or require other inspections of any construction work to ascertain compliance with the provisions of this code and other laws that are enforced by the department of building safety.

110.3.10 Special inspections. Reserved.

The Village of Palm Springs Must be notified of all special inspections / private provider inspections prior to the inspections taking place. Inspection results must be kept on the

job site and also transmitted to the village in a timely manner.

The village of Palm Springs will audit special inspectors / private provider at the following stages of construction;

- 1) Foundation / slab
- 2) Framing
- 3) Electric power release
- 4) Final Building
- 5) Other inspections as deemed necessary by the Building Official as appropriate for special construction or unique site-specific circumstances in conformance with state statutes.

110.3.11 Final inspection. The final inspection shall be made after all work required by the building permit is completed.

110.3.11.1 Flood hazard documentation. If located in a flood hazard area, documentation as required in Section 1612.5 of the Florida Building Code, Building; or Section R322 of the Florida Building Code, Residential, shall be submitted to the Building Official prior to the final inspection.

110.3.11.2 Commercial Energy Code documentation. If required by energy code path submittal, confirmation that commissioning result requirements have been received by building owner.

110.3.11.3 Residential Energy Code documentation. If required by energy code path submittal (R405), confirmation that the envelope and duct test requirements shall be received by building official.

110.3.12 Termites. Building components and building surroundings required to be protected from termite damage in accordance with Section 1503.7, Section 2304.13 or Section 2304.11.6, specifically required to be inspected for termites in accordance with Section 2114, or required to have chemical soil treatment in accordance with Section 1816 shall not be covered or concealed until the release from the *Building Official* has been received.

110.3.13 Impact resistant coverings or systems. Where impact resistant coverings or systems are installed to meet requirements of this code, the Building Official shall schedule adequate inspections of impact resistant coverings or systems to determine the following:

1. The system indicated on the plans was installed.
2. The system is installed in accordance with the manufacturer's installation instructions and the product approval.

110.4 Inspection agencies. The Building Official is authorized to accept reports of approved inspection agencies, provided such agencies satisfy the requirements as to qualifications and reliability.

110.5 Inspection requests. It shall be the duty of the holder of the building permit or

their duly authorized agent to notify the Building Official when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code.

110.6 Approval required. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the Building Official. The Building Official, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or notify the permit holder or his or her agent wherein the same fails to comply with this code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the Building Official.

110.7 Shoring. For threshold buildings, shoring and associated formwork or falsework shall be designed and inspected by a Florida licensed professional engineer, prior to any required mandatory inspections by the threshold building inspector.

110.8 Threshold building.

110.8.1 During new construction or during repair or restoration projects in which the structural system or structural loading of a building is being modified, the enforcing agency shall require a special inspector to perform structural inspections on a threshold building pursuant to a structural inspection plan prepared by the engineer or architect of record. The structural inspection plan must be submitted to the enforcing agency prior to the issuance of a building permit for the construction of a threshold building. The purpose of the structural inspection plans is to provide specific inspection procedures and schedules so that the building can be adequately inspected for compliance with the permitted documents. The special inspector may not serve as a surrogate in carrying out the responsibilities of the Building Official, the architect, or the engineer of record. The contractor's contractual or statutory obligations are not relieved by any action of the special inspector.

110.8.2 The special inspector shall determine that a professional engineer who specializes in shoring design has inspected the shoring and reshoring for conformance with the shoring and reshoring plans submitted to the enforcing agency. A fee simple title owner of a building, which does not meet the minimum size, height, occupancy, occupancy classification, or number-of-stories criteria which would result in classification as a threshold building under Section 553.71(7), Florida Statutes, may designate such building as a threshold building, subject to more than the minimum number of inspections required by the Florida Building Code.

110.8.3 The fee owner of a threshold building shall select and pay all costs of employing a special inspector, but the special inspector shall be responsible to the enforcement agency. The inspector shall be a person certified, licensed or registered under Chapter 471, Florida Statutes, as an engineer or under Chapter 481, Florida Statutes, as an architect.

110.8.4 Each enforcement agency shall require that, on every threshold building:

110.8.4.1 The special inspector, upon completion of the building and prior to the issuance of a certificate of occupancy, file a signed and sealed statement with the enforcement agency in substantially the following form: "To the best of my knowledge and belief, the above described construction of all structural load-bearing components complies with the permitted documents, and the shoring and reshoring conforms to the shoring and reshoring plans submitted to the enforcement agency."

110.8.4.2 Any proposal to install an alternate structural product or system to which building codes apply be submitted to the enforcement agency for review for compliance with the codes and made part of the enforcement agency's recorded set of permit documents.

110.8.4.3 All shoring and reshoring procedures, plans and details be submitted to the enforcement agency for recordkeeping. Each shoring and reshoring installation shall be supervised, inspected and certified to be in compliance with the shoring documents by the contractor.

110.8.4.4 All plans for the building which are required to be signed and sealed by the architect or engineer of record contain a statement that, to the best of the architect's or engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and the applicable fire-safety standards as determined by the local authority in accordance with this Section and Chapter 633, Florida Statutes.

110.8.5 No enforcing agency may issue a building permit for construction of any threshold building except to a licensed general contractor, as defined in Section 489.105(3)(a), Florida Statutes, or to a licensed building contractor, as defined in Section 489.105(3)(b), Florida Statutes, within the scope of her or his license. The named contractor to whom the building permit is issued shall have the responsibility for supervision, direction, management and control of the construction activities on the project for which the building permit was issued.

110.8.6 The building department may allow a special inspector to conduct the minimum structural inspection of threshold buildings required by this code, Section 553.73, Florida Statutes, without duplicative inspection by the building department. The Building Official is responsible for ensuring that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468, Florida Statutes, or certified as a special inspector under Chapter 471 or 481, Florida Statutes. Inspections of threshold buildings required by Section 553.79(5), Florida Statutes, are in addition to the minimum inspections required by this code.

110.9 Mandatory structural inspections for condominium and cooperative buildings.

110.9.1 General. The Florida Legislature finds that maintaining the structural integrity of a building throughout the life of the building is of paramount importance in order to ensure that buildings are structurally sound so as to not

pose a threat to the public health, safety, or welfare. As such, the Florida Legislature finds that the imposition of a statewide structural inspection program for aging condominium and cooperative buildings in this state is necessary to ensure that such buildings are safe for continued use.

110.9.2 As used in this section, the terms:

(a) “Milestone inspection” means a structural inspection of a building, including an inspection of load-bearing elements and the primary structural members and primary structural systems as those terms are defined in s. 627.706, Florida Statutes, by an architect licensed under chapter 481 or engineer licensed under chapter 471 authorized to practice in this state for the purposes of attesting to the life safety and adequacy of the structural components of the building and, to the extent reasonably possible, determining the general structural condition of the building as it affects the safety of such building, including a determination of any necessary maintenance, repair, or replacement of any structural component of the building. The purpose of such an inspection is not to determine if the condition of an existing building is in compliance with the Florida Building Code or the fire safety code. The milestone inspection services may be provided by a team of professionals with an architect or engineer acting as a registered design professional in responsible charge with all work and reports signed and sealed by the appropriate qualified team member.

(b) “Substantial structural deterioration” means substantial structural distress or substantial structural weakness that negatively affects a building’s general structural condition and integrity. The term does not include surface imperfections such as cracks, distortion, sagging, deflections, misalignment, signs of leakage, or peeling of finishes unless the licensed engineer or architect performing the phase one or phase two inspection determines that such surface imperfections are a sign of substantial structural deterioration.

110.9.3 (a) An owner or owners of a building that is three stories or more in height as determined by the Florida Building Code and that is subject, in whole or in part, to the condominium or cooperative form of ownership as a residential condominium under chapter 718, Florida Statutes, or a residential cooperative under chapter 719, Florida Statutes, must have a milestone inspection performed by December 31 of the year in which the building reaches 30 years of age, based on the date the certificate of occupancy for the building was issued, and every 10 years thereafter. If a building reached 30 years of age before July 1, 2022, the building’s initial milestone inspection must be performed before December 31, 2024. If a building reaches 30 years of age on or after July 1, 2022, and before December 31, 2024, the building’s initial milestone inspection must be performed before December 31, 2025. If the date of issuance for the certificate of occupancy is not available, the date of issuance of the building’s certificate of occupancy shall be the date of occupancy evidenced in any record of the local building official.

(b) The local enforcement agency may determine that local circumstances, including environmental conditions such as proximity to salt water as defined in s. 379.101, require that a milestone inspection must be performed by December 31 of the year in which the building reaches 25 years of age, based on the date the certificate of occupancy for the building was issued, and every 10 years

thereafter.

(c) The local enforcement agency may extend the date by which a building's initial milestone inspection must be completed upon a showing of good cause by the owner or owners of the building that the inspection cannot be timely completed if the owner or owners have entered into a contract with an architect or engineer to perform the milestone inspection and the inspection cannot reasonably be completed before the deadline or other circumstance to justify an extension.

(d) The local enforcement agency may accept an inspection report prepared by a licensed engineer or architect for a structural integrity and condition inspection of a building performed before July 1, 2022, if the inspection and report substantially comply with the requirements of this section. Notwithstanding when such inspection was completed, the condominium or cooperative association must comply with the unit owner notice requirements in Section 110.9.9. The inspection for which an inspection report is accepted by the local enforcement agency under this paragraph is deemed a milestone inspection for the applicable requirements in chapters 718 and 719. If a previous inspection and report is accepted by the local enforcement agency under this paragraph, the deadline for the building's subsequent 10-year milestone inspection is based on the date of the accepted previous inspection.

110.9.4 The milestone inspection report must be arranged by a condominium or cooperative association and any owner of any portion of the building which is not subject to the condominium or cooperative form of ownership. The condominium association or cooperative association and any owner of any portion of the building which is not subject to the condominium or cooperative form of ownership are each responsible for ensuring compliance with the requirements of this section. The condominium association or cooperative association is responsible for all costs associated with the milestone inspection attributable to the portions of a building which the association is responsible to maintain under the governing documents of the association.

This section does not apply to a single-family, two-family, or three-family dwelling with three or fewer habitable stories above ground.

110.9.5. Upon determining that a building must have a milestone inspection, the local enforcement agency must provide written notice of such required inspection to the condominium association or cooperative association and any owner of any portion of the building which is not subject to the condominium or cooperative form of ownership, as applicable, by certified mail, return receipt requested. The condominium or cooperative association must notify the unit owners of the required milestone inspection within 14 days after receipt of the written notice from the local enforcement agency and provide the date that the milestone inspection must be completed. Such notice may be given by electronic submission to unit owners who consent to receive notice by electronic submission or by posting on the association's website.

110.9.6. Phase one of the milestone inspection must be completed within 180 days after the owner or owners of the building receive the written notice

under Section 110.9.5. For purposes of this section, completion of phase one of the milestone inspection means the licensed engineer or architect who performed the phase one inspection submitted the inspection report by e-mail, United States Postal Service, or commercial delivery service to the local enforcement agency.

110.9.7. A milestone inspection consists of two phases:

110.9.7.1. For phase one of the milestone inspection, a licensed architect or engineer authorized to practice in this state shall perform a visual examination of habitable and uninhabitable areas of a building, including the major structural components of a building, and provide a qualitative assessment of the structural conditions of the building. If the architect or engineer finds no signs of substantial structural deterioration to any building components under visual examination, phase two of the inspection, as provided in Section 110.9.7.2, is not required. An architect or engineer who completes a phase one milestone inspection shall prepare and submit an inspection report pursuant to Section 110.9.8.

110.9.7.2. Phase two of the milestone inspection must be performed if any substantial structural deterioration is identified during phase one. A phase two inspection may involve destructive or nondestructive testing at the inspector's direction. The inspection may be as extensive or as limited as necessary to fully assess areas of structural distress in order to confirm that the building is structurally sound and safe for its intended use and to recommend a program for fully assessing and repairing distressed and damaged portions of the building. When determining testing locations, the inspector must give preference to locations that are the least disruptive and most easily repairable while still being representative of the structure. If a phase two inspection is required, within 180 days after submitting a phase one inspection report the architect or engineer performing the phase two inspection must submit a phase two progress report to the local enforcement agency with a timeline for completion of the phase two inspection. An inspector who completes a phase two milestone inspection shall prepare and submit an inspection report pursuant to Section 110.9.8.

110.9.8. Upon completion of a phase one or phase two milestone inspection, the architect or engineer who performed the inspection must submit a sealed copy of the inspection report with a separate summary of, at minimum, the material findings and recommendations in the inspection report to the condominium association or cooperative association, to any other owner of any portion of the building which is not subject to the condominium or cooperative form of ownership, and to the building official of the local government which has jurisdiction. The inspection report must, at a minimum, meet all of the following criteria:

- (a) Bear the seal and signature, or the electronic signature, of the licensed engineer or architect who performed the inspection.
- (b) Indicate the manner and type of inspection forming the basis for the inspection report.
- (c) Identify any substantial structural deterioration, within a reasonable professional probability based on the scope of the inspection, describe the extent of such deterioration, and identify any recommended repairs for such

deterioration.

- (d) State whether unsafe or dangerous conditions, as those terms are defined in the Florida Building Code, were observed.
- (e) Recommend any remedial or preventive repair for any items that are damaged but are not substantial structural deterioration.
- (f) Identify and describe any items requiring further inspection.

110.9.9 Within 45 days after receiving the applicable inspection report, the condominium or cooperative association must distribute a copy of the inspector-prepared summary of the inspection report to each condominium unit owner or cooperative unit owner, regardless of the findings or recommendations in the report, by United States mail or personal delivery at the mailing address, property address, or any other address of the owner provided to fulfill the association's notice requirements under chapter 718 or chapter 719, as applicable, and by electronic transmission to the e-mail address or facsimile number provided to fulfill the association's notice requirements to unit owners who previously consented to received notice by electronic transmission; must post a copy of the inspector-prepared summary in a conspicuous place on the condominium or cooperative property; and must publish the full report and inspector-prepared summary on the association's website, if the association is required to have a website.

110.9.10. A local enforcement agency may prescribe timelines and penalties with respect to compliance with this section.

110.9.11. A board of county commissioners or municipal governing body may adopt an ordinance requiring that a condominium or cooperative association and any other owner that is subject to this section schedule or commence repairs for substantial structural deterioration within a specified timeframe after the local enforcement agency receives a phase two inspection report; however, such repairs must be commenced within 365 days after receiving such report. If an owner of the building fails to submit proof to the local enforcement agency that repairs have been scheduled or have commenced for substantial structural deterioration identified in a phase two inspection report within the required timeframe, the local enforcement agency must review and determine if the building is unsafe for human occupancy.

SECTION 111 CERTIFICATE OF OCCUPANCY

111.1 Use and occupancy. A building or structure shall not be used or occupied, and a change in the existing use or occupancy classification of a building or structure or portion thereof shall not be made, until the Building Official has issued a certificate of occupancy therefore as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction.

Exception: Certificates of occupancy are not required for work exempt from permits under Section 105.2.

111.2 Certificate issued. After the Building Official inspects the building or structure and finds no violations of the provisions of this code or other laws that are enforced by the department of building safety, the Building Official shall issue a certificate of occupancy that contains the following:

1. The building permit number.
2. The address of the structure.
3. The name and address of the owner or the owner's authorized agent.
4. A description of that portion of the structure for which the certificate is issued.
5. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.
6. For buildings and structures in flood hazard areas, a statement that documentation of the as-built lowest floor elevation has been provided and is retained in the records of the building official
7. The name of the Building Official.
8. The edition of the code under which the permit was issued.
9. The use and occupancy, in accordance with the provisions of Chapter 3.
10. The type of construction as defined in Chapter 6.
11. The design occupant load.
12. If an automatic sprinkler system is provided, whether the sprinkler system is required.
13. Any special stipulations and conditions of the building permit.

111.3 Temporary occupancy. The Building Official is authorized to issue a temporary certificate of occupancy before the completion of the entire work covered by the permit, provided that such portion or portions shall be occupied safely. The Building Official shall set a time period during which the temporary certificate of occupancy is valid.

111.4 Revocation. The Building Official is authorized to, in writing, suspend or revoke a certificate of occupancy or completion issued under the provisions of this code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.

111.5 Certificate of Completion. A Certificate of Completion is proof that a structure or system is complete and for certain types of permits is released for use and may be connected to a utility system. This certificate does not grant authority to occupy a building, such as shell building, prior to the issuance of a Certificate of Occupancy.

SECTION 112 SERVICE UTILITIES

112.1 Connection of service utilities. No person shall make connections from a utility, source of energy, fuel or power to any building or system that is regulated by this code for which a permit is required, until released by the Building Official.

112.2 Temporary connection. The Building Official shall have the authority to authorize the temporary connection of the building or system to the utility source of energy, fuel or power.

112.3 Authority to disconnect service utilities. The Building Official shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Section 101.4 in case of emergency where necessary to eliminate an immediate hazard to life or property or when such utility connection has been made without the approval required by Section 112.1 or 112.2. The Building Official shall notify the serving utility, and wherever possible the owner and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the owner or occupant of the building, structure or service system shall be notified in writing, as soon as practical thereafter.

SECTION 113 BOARD OF APPEALS Construction Board of Adjustment and Appeals.

113.1 Appointment. There is hereby established a board to be called the Construction Board of Adjustment and Appeals, which shall consist of seven members and two alternates. The village council shall appoint the board.

113.2 Membership and terms.

(a) Membership. The construction board of adjustment and appeals shall consist of seven members. Such board members shall be composed of individuals with knowledge and experience in the technical codes to include, if possible, an architect, engineer, general contractor, electrical contractor, HVAC contractor, plumbing contractor, and any other contractor licensed category or building inspectors, plans examiners, or Building Officials licensed by F.S. Chapter 468. In addition to the regular members, there should be two alternate members, one member with the qualifications referenced above and one member at large from the public. A board member shall not act in a case in which he has a personal or financial interest.

(b) Terms. The terms of office of the board members shall be staggered so no more than one-third of the board is appointed or replaced in any 12-month period. The two alternates, if appointed, shall serve one-year terms. Vacancies shall be filled for an unexpired term in the manner in which original appointments are required to be made. Three absences of any member from required meetings of the board shall in a 12-month period, at the discretion of the applicable governing body, render any such member subject to immediate removal from office.

(c) Quorum and voting. A simple majority of the board shall constitute a quorum. In

varying any provision of this Code, the affirmative votes of the majority present, but not less than three affirmative votes, shall be required. In modifying a decision of the Building Official, not less than four affirmative votes, but not less than a majority of the board, shall be required. In the event that regular members are unable to attend a meeting, the alternate members, if appointed, shall vote.

(d) Secretary of board. The Building Official or his/her authorized representative shall act as secretary of the board and shall make a detailed record of all of its proceedings, which shall set forth the reasons for its decision, the vote of each member, the absence of a member, and any failure of a member to vote.

113.3. Powers. The construction board of adjustments and appeals shall have the power, as further defined in 113.4, to hear appeals of decisions and interpretations of the Building Official and consider variances of the technical codes. The board shall constitute the local contractor regulatory board of the Village of Palm Springs pursuant to F.S. Chapter 489 for hearings on willful building violations of state licensed contractors.

113.4. Appeals/Variances.

(a) Decision of the Building Official. The owner of a building, structure or service system, or duly authorized agent, may appeal a decision of the Building Official to the construction board of adjustment and appeals whenever any one of the following conditions are claimed to exist:

1. The Building Official rejected or refused to approve the mode or manner of construction proposed to be followed or materials to be used in the installation or alteration of a building, structure or service system.
2. The provisions of this Code do not apply to this specific case.
3. That an equally good or more desirable form of installation can be employed in any specific case.
4. The true intent and meaning of this Code or any of the regulations hereunder have been misconstrued or incorrectly interpreted.

(b) Variances. The construction board of adjustments and appeals, when so appealed to and after a hearing, may vary the application of any provision of this Code to any particular case when, in its opinion, the enforcement thereof would do manifest injustice and would be contrary to the spirit and purpose of this or the technical codes or public interest, and also finds all of the following:

1. That special conditions and circumstances exist which are peculiar to the building, structure or service system involved and which are not applicable to others.
2. That the special conditions and circumstances do not result from the action or inaction of the applicant.
3. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other buildings, structures or service system.

4. That the variance granted is the minimum variance that will make possible the reasonable use of the building, structure or service system.

5. That the grant of the variance will be in harmony with the general intent and purpose of this Code and will not be detrimental to public health, safety and general welfare.

(c) Conditions of the variance. In granting the variance, the board may prescribe a reasonable time limit within which the action for which the variance is required shall be commenced or completed or both. In addition, the board may prescribe appropriate conditions and safeguards in conformity with this Code. Violation of the conditions of a variance shall be deemed a violation of this Code.

(d) Notice of appeal. Notice of appeal shall be in writing and filed within 30 calendar days after the Building Official renders the decision. The failure of an aggrieved party to file an appeal within the 30-day period shall render the appeal untimely and the appeal shall be summarily dismissed by the board and may not be heard by the board.

(e) Unsafe or dangerous buildings or service systems. In the case of a building, structure or service system, which in the opinion of the Building Official, is unsafe, unsanitary or dangerous, the Building Official may, in the order, limit the time for such appeals to a shorter period.

113.5 Procedures of the board.

(a) Rules and regulations. The board shall establish rules and regulations for its own procedure not inconsistent with the provisions of this Code. The board shall meet on call of the chairman. The board shall meet within 30 calendar days after notice of appeal has been received.

(b) Application for appeal.

1. All appeals of administrative decisions shall be made by completing and submitting a technically complete appeal form using forms prescribed by the village together with the payment of the appeal filing fee. The filing fee is an administrative cost that has been established by resolution of the village council and which may be amended from time to time. The aggrieved party or appellant may provide additional information and documentation in addition to the information requested on the village form. The appeal shall specify at a minimum the following:

a. A detailed description of the decision, interpretation, requirement or determination which is being appealed.

b. A copy of the written decision, interpretation, requirement or determination which is being appealed also reflects the date when such action was taken by the Building Official.

c. The form of relief that the aggrieved party ("appellant") is requesting.

d. A statement as to whether any code enforcement proceedings have been initiated by the village that involve the subject matter of the appeal and if the subject of

the appeal has been heard and ruled upon by the Village's Special Magistrate.

e. The sections of the Village Code and/or the Florida Building Code that are at issue.

f. The appeal application form must be executed, sworn to under oath and notarized by the owners of at least 75 percent of the property described in the application. If the appeal is submitted by an agent of the property owner or an agent of a tenant or contract purchaser, or other person aggrieved by the decision, the appeal must be accompanied by a written power of attorney appointing the agent to act on behalf of the appellant in the proceedings. The power of attorney shall be subject to review as to form and legal sufficiency by the village attorney, and may be rejected if the document is not deemed legally sufficient in the sole discretion of the village attorney.

g. Attach all documents and other tangible evidence to support your position in the appeal.

2. If an aggrieved party/appellant fails to submit a technically sufficient appeal using the application form provided by the village, the appeal will not be scheduled for hearing until a technically complete appeal has been submitted. The submission of an appeal that is not technically sufficient, does not toll the running of the 30-day appeal period, and unless a sufficient appeal is received with the 30-day period, the appeal will be forever time barred.

3. All properties described in one application must be contiguous and immediately adjacent to one another, and the administrative official may require more than one application if the property concerned contains more than ten acres or if the fee paid for one application would not equal the cost of processing the application.

4. Only applications which the board is authorized to consider and act upon shall be accepted for filing, and no application shall be considered or construed to be filed until the required fee has been paid.

(c) Decisions. The construction board of adjustment and appeals shall, in every case, reach a decision without unreasonable or unnecessary delay. Each decision of the board shall also include the reasons for the decision. If a decision of the board reverses or modifies a refusal order or disallowance of the Building Official or varies the application of any provision of this Code, the Building Official shall immediately take action in accordance with such decision. Every decision shall be promptly filed in writing in the office of the Building Official and shall be open to public inspection. A certified copy of the decision shall be sent by mail or otherwise to the appellant and a copy shall be kept publicly posted in the office of the Building Official for two weeks after filing. Every decision of the board shall be final; subject however to such remedy as any aggrieved party might have at law or in equity.

113.6 Limitations on authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equally good or better form of construction is proposed. The board shall have no authority to waive requirements of this code.

SECTION 114 VIOLATIONS

114.1 Unlawful acts. It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, move, remove, demolish or occupy any building, structure or equipment regulated by this code, or cause same to be done, in conflict with or in violation of any of the provisions of this code.

114.2 Notice of violation. The Building Official is authorized to serve a notice of violation or order on the person responsible for the erection, construction, alteration, extension, repair, moving, removal, demolition or occupancy of a building or structure in violation of the provisions of this code, or in violation of a permit or certificate issued under the provisions of this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

114.3 Prosecution of violation. If the notice of violation is not complied with promptly, the Building Official is authorized to request the legal counsel of the jurisdiction to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the building or structure in violation of the provisions of this code or of the order or direction made pursuant thereto.

114.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the Building Official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

SECTION 115 STOP WORK ORDER

115.1 Authority. Whenever the Building Official finds any work regulated by this code being performed in a manner either contrary to the provisions of this code or dangerous or unsafe, the Building Official is authorized to issue a stop work order.

115.2 Issuance. The stop work order shall be in writing and shall be given to the owner of the property involved, the owner's authorized agent or the person performing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work will be permitted to resume.

115.3 Unlawful continuance. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by law.

SECTION 116 UNSAFE STRUCTURES AND EQUIPMENT

116.1 Unsafe buildings or systems. All buildings, structures, electrical, gas, mechanical or plumbing systems which are unsafe, unsanitary, or do not provide

adequate egress, or which constitute a fire hazard, or are otherwise dangerous to human life, or which in relation to existing use, constitute a hazard to safety or health, are considered unsafe buildings or service systems. All such unsafe buildings, structures or service systems are hereby declared illegal and shall be ordered by the Building Official to be abated by the owner, through repair and rehabilitation or by demolition in accordance with the Code. The extent of repairs shall be determined by the Building Official.

116.1.1 When the Building Official determines a building, structure, electrical, gas, mechanical or plumbing system or portion thereof is unsafe, as set forth in this Code he/she shall provide the owner, agent or person in control of such building, structure, electrical, gas, mechanical or plumbing system a written notice of violation stating the defects thereof. This notice shall require the owner within a stated time either to complete specified repairs or improvements, or to demolish and remove the building, structure, electrical, gas, mechanical or plumbing system or portion thereof. At the option of the local government, the processes and procedures for code enforcement under Florida Statute 162 may be utilized to abate a violation under this section. If this statutory method of enforcement is invoked, the Building Official shall act in the role of code inspector as authorized in Section 114 of this code to initiate enforcement proceedings, and notice shall be in accordance with the provisions of the Statute.

116.1.2 If necessary, the notice shall also require the building, structure, electrical, gas, mechanical, plumbing systems or portion thereof to be vacated and/or disconnected, and not reoccupied and/or reconnected until the specified repairs and improvements are completed, inspected and approved by the Building Official. The Building Official shall post at each entrance to the building a placard stating: THIS BUILDING IS UNSAFE AND ITS USE OR OCCUPANCY HAS BEEN PROHIBITED BY THE BUILDING OFFICIAL. This placard shall remain posted until the required repairs are made or demolition is completed. It shall be unlawful for any person, firm or corporation or its officers, agents, or other servants, to remove the posting without written permission of the Building Official, or for any person to enter the building, or use the building or system(s) except for the purpose of making the required repairs or of demolishing same.

116.1.3 In case the owner, agent, or person in control cannot be found within the stated time limit, or, if such owner, agent, or person in control shall fail, neglect, or refuse to comply with notice to repair, rehabilitate, or to demolish, and remove said building, structure, electrical, gas, mechanical or plumbing system or portion thereof, the Building Official, acting as a code inspector, shall notify an enforcement board and request a hearing. In the case of the violation posing a serious threat, and after having ascertained the cost, the Building Official may take action to cause such building, structure, electrical, gas, mechanical or plumbing system or portion thereof, to be demolished, secured, repaired, or required to remain vacant or unused. Taking such action does not create a continuing obligation on the part of the Building Official to continue with maintaining such building, structure, or system; or create liability for any damage to the property.

116.1.4 The decision of the Building Official shall be final in cases of emergency, which, in the opinion of the Building Official, involve imminent

danger to human life or health, or the property of others. He/she shall promptly cause such building, structure, electrical, gas, mechanical or plumbing system or portion thereof to be made safe or cause its removal. For this purpose, he/she may at once enter such structure or land on which it stands, or abutting land or structures, with such assistance and at such cost as he may deem necessary. He/she may order the vacating of adjacent structures and may require the protection of the public by appropriate fence or such other means as may be necessary, and for this purpose may close a public or private way.

116.2 Conditions. Structures or existing equipment that are or hereafter become unsafe, insanitary or deficient because of inadequate means of egress facilities, inadequate light and ventilation, or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the Building Official deems necessary and as provided for in this section. A vacant structure that is not secured against entry shall be deemed unsafe.

116.3 Record. The Building Official shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition.

116.4 Notice. If an unsafe condition is found, the Building Official shall serve on the owner, agent or person in control of the structure, a written notice that describes the condition deemed unsafe and specifies the required repairs or improvements to be made to abate the unsafe condition, or that requires the unsafe structure to be demolished within a stipulated time. Such notice shall require the person thus notified to declare immediately to the Building Official acceptance or rejection of the terms of the order.

116.5 Method of service. Such notice shall be deemed properly served if a copy thereof is (a) delivered to the owner personally; (b) sent by certified or registered mail addressed to the owner at the last known address with the return receipt requested; or (c) delivered in any other manner as prescribed by local law. If the certified or registered letter is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Service of such notice in the foregoing manner upon the owner's agent or upon the person responsible for the structure shall constitute service of notice upon the owner.

116.6 Restoration. Where the structure or equipment determined to be unsafe by the Building Official is restored to a safe condition, to the extent that repairs, alterations or additions are made or a change of occupancy occurs during the restoration of the structure, such repairs, alterations, additions and change of occupancy shall comply with the requirements of Section 105.2.2 and the Florida Building Code, Existing Building.

116.7 Enforcement proceedings; hearings. Violation proceedings and hearings for unsafe structures and equipment will be conducted before the code enforcement board or special magistrate in accordance with the provisions set forth in Florida Statute 162. The owner of property that is subject to an enforcement proceeding before an enforcement board, special magistrate, or court is required to make disclosures as outlined in Florida Statute 162 before a transfer of property, and failure to make the

required disclosures creates a presumption of fraud.

116.8 Administrative fines; costs to repair; liens. All costs associated with taking a case before the enforcement board shall be recovered where the jurisdiction prevails. Whenever one of the orders of the enforcement board or the special magistrate has not been complied with by the time set for compliance, for each day thereafter during which each violation continues past the date set for compliance, the enforcement board or the special magistrate may impose a fine. All costs incurred as a result of actions taken per Section 114 are charged to the violator. A certified copy of an order imposing a fine, or a fine plus repair, and the costs of prosecuting the case, may be recorded in the public records and shall thereafter constitute a lien against the land where the violation exists and upon any other real or personal property owned by the violator. If an order is recorded in the public records pursuant to this subsection, and it has been complied with by the date specified in the order, the enforcement board shall issue an order acknowledging compliance that shall be recorded in the public record. A hearing is not required for the issuance of such a compliance order.

116.9 Appeal. An aggrieved party, including the local governing body, may appeal a final administrative order of an enforcement board or special magistrate to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the enforcement board. An appeal shall be filed within 30 days of the execution of the order to be appealed.

SECTION 117 VARIANCES IN FLOOD HAZARD AREAS

117.1 Flood hazard areas. Pursuant to Section 553.73(5), Florida Statutes, the variance procedures adopted in the local floodplain management, (Village of Palm Springs Code of Ordinance) [Chapter 34](#), Article II "Floodplain Management," shall apply to requests submitted to the Building Official for variances to the provisions of Section 1612.4 of the Florida Building Code, Building or, as applicable, the provisions of R322 of the Florida Building Code, Residential. This section shall not apply to Section 3109 of the Florida Building Code, Building ~~Chapter 27~~.

Sec. 10-32. Technical amendments.

(1) Minimum required elevations for buildings and dwellings in flood hazard areas shall be at or above the elevation specified in the Florida Building Code, the base flood elevation plus two (2) feet, or 18 inches above the crown of the adjacent street, whichever is higher.

(2) Enclosures below required elevations for buildings and dwellings in floor hazard areas. Enclosed areas below the required elevation for buildings and dwellings in flood hazard areas shall be limited as follows:

(a) The interior portion of such enclosed areas shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators, unless a partition is required by the fire code.

(b) Where perimeter walls are permitted, the limitation on partitions does not apply to load bearing walls interior to perimeter wall (crawl space) foundations.

(c) For dwellings, access to enclosed areas shall be the minimum necessary to allow for the parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the building (stairway or elevator).

~~(1) Amendments to the Florida Building Code, Residential:~~

~~R322.2.1 – Elevation requirements:~~

- ~~1. Buildings and structures in flood hazard areas not designated as Coastal A-Zones shall have the lowest floors elevated to or above the base flood elevation plus 1 foot, 18 inches above crown of road of the adjacent street, or the design flood elevation, whichever is higher.~~
- ~~2. Buildings and structures in flood hazard areas designated as Coastal A-Zones shall have the lowest floors elevated to or above the base flood elevation plus 1 foot (305 mm), or to the design flood elevation, whichever is higher.~~
- ~~3. In areas of shallow flooding (AO Zones), buildings and structures shall have the lowest floor (including basement) elevated at least as high above the highest adjacent grade as the depth number specified in feet on the FIRM plus 1 foot, or at least 3 feet if a depth number is not specified.~~
- ~~4. Basement floors that are below grade on all sides shall be elevated to or above the base flood elevation plus 1 foot or the design flood elevation, whichever is higher.~~

~~Exception: Enclosed areas below the design flood elevation, including basements whose floors are not below grade on all sides, shall meet the requirements of Florida Building Code Section R322.2.2.~~

~~R322.2.2 – Enclosed areas below design flood elevation. Enclosed areas, including crawl spaces, that are below the design flood elevation shall:~~

- ~~1. Be used solely for parking of vehicles, building access or storage. The interior portion of such enclosed areas shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators, unless a partition is required by the fire code. The limitation on partitions does not apply to load bearing walls interior to perimeter wall (crawl space) foundations. Access to enclosed areas shall be the minimum necessary to allow for the parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the building (stairway or elevator).~~
- ~~2. Be provided with flood openings that meet the following criteria:~~
 - ~~2.1. There shall be a minimum of two openings on different sides of each enclosed area; if a building has more than one enclosed area below the design flood elevation, each area shall have openings on exterior walls.~~
 - ~~2.2. The total net area of all openings shall be at least 1 square inch (645 mm²) for each square foot (0.093 m²) of enclosed area, or the openings shall be designed and the construction documents shall include a statement by a registered design professional that the design of the openings will provide for equalization of hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of floodwaters as specified in Section 2.6.2.2 of ASCE 24.~~

- ~~2.3. The bottom of each opening shall be 1 foot (305 mm) or less above the adjacent ground level.~~
- ~~2.4. Openings shall be not less than 3 inches (76 mm) in any direction in the plane of the wall.~~
- ~~2.5. Any louvers, screens or other opening covers shall allow the automatic flow of floodwaters into and out of the enclosed area.~~
- ~~2.6. Openings installed in doors and windows, that meet requirements 2.1 through 2.5, are acceptable; however, doors and windows without installed openings do not meet the requirements of this section.~~

~~(2) Amendments to Florida Building Code, Building:~~

~~1612.4.1 Additional requirements for enclosed areas. In addition to the requirements of ASCE 24, enclosed areas below the design flood elevation shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators.~~

~~(3) Amendments to Definitions in Florida Building Code, Building and Florida Building Code, Existing Building:~~

~~SUBSTANTIAL IMPROVEMENT. Any combination of repair, reconstruction, rehabilitation, addition or improvement of a building or structure taking place during the life of a structure, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. For each building or structure, the life of the structure begins on the date of the first permit issued for improvement or repair of that building or structure subsequent to May 26, 1994. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:~~

- ~~1. Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.~~
- ~~2. Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.~~

~~(Ord. No. 2016-06, § 2, 5-12-2016)~~



Federal Emergency Management Agency

Washington, D.C. 20472

Regular Program Conversion and Revisions

LFD Date: June 20, 2024

FIRM Effective Date: December 20, 2024

CID	State	Community Name	60.3 Existing	60.3 Revised	Letter Type	Emerg Entry Date	Regular Program Date	Compliant at LFD?	# of Insurance Policies	CTP
120193	FL	Atlantis (City, Palm Beach)**	C	C	19P-CWG	8/23/1974	11/1/1978	No	182	No
120195	FL	Boca Raton (City, Palm Beach)**	D & E	D & E	19P	1/21/1972	6/1/1978	No	11,479	No
120196	FL	Boynton Beach (City, Palm Beach)**	E	E	19P	11/8/1973	1/3/1979	No	3,466	No
120197	FL	Briny Breezes (Town, Palm Beach)**	E	E	19P	6/14/1976	5/15/1978	No	33	No
125102	FL	Delray Beach (City, Palm Beach)**	E	E	19P	10/16/1970	4/9/1971	No	5,427	No
120201	FL	Golf (Village, Palm Beach)**	A	C	19P-CWG	4/2/1975	8/26/1977	No	19	No
120203	FL	Greenacres (City, Palm Beach)**	C	C	19P-CWG	12/26/1974	8/26/1977	No	267	No
125109	FL	Gulf Stream (Town, Palm Beach)**	E	E	19P	7/16/1971	11/24/1972	No	371	No
125111	FL	Highland Beach (Town, Palm Beach)**	C	E	19P	9/11/1970	10/16/1970	No	3,056	No
120207	FL	Hypoluxo (Town, Palm Beach)**	C	E	19P	8/30/1974	5/15/1978	No	847	No
120208	FL	Juno Beach (Town, Palm Beach)**	E	E	19P	2/6/1975	12/1/1978	No	1,427	No
125119	FL	Jupiter (Town, Palm Beach)**	D & E	D & E	19P	10/29/1971	9/22/1972	No	6,261	No
125120	FL	Jupiter Inlet Colony (Town, Palm Beach)**	E	E	19P	11/5/1971	9/22/1972	No	95	No
120212	FL	Lake Park (Town, Palm Beach)**	E	E	19P	8/20/1973	9/15/1978	No	694	No
120213	FL	Lake Worth Beach (City, Palm Beach)**	E	E	19P	11/6/1974	12/1/1978	No	969	No
120214	FL	Lantana (Town, Palm Beach)**	E	E	19P	N/A	3/12/1971	No	948	No
120215	FL	Manalapan (Town, Palm Beach)**	E	E	19P	N/A	10/30/1970	No	151	No
120217	FL	North Palm Beach (Village, Palm Beach)**	E	E	19P	8/29/1973	8/15/1978	No	3,315	No
125134	FL	Ocean Ridge (Town, Palm Beach)**	E	E	19P	9/18/1970	4/9/1971	No	1,094	No
120220	FL	Palm Beach (Town, Palm Beach)**	E	E	19P	9/13/1974	5/15/1978	No	6,410	No
120192	FL	Palm Beach County (Unincorporated Areas)**	D & E	D & E	19P	6/19/1970	2/1/1979	No	26,218	No

120221	FL	Palm Beach Gardens (City, Palm Beach)**	C	C	19P	9/3/1974	1/3/1979	No	2,818	No
125137	FL	Palm Beach Shores (Town, Palm Beach)**	E	E	19P	4/3/1970	6/25/1971	No	488	No
125142	FL	Riviera Beach (City, Palm Beach)**	E	E	19P	11/21/1971	9/22/1972	No	3,878	No
120227	FL	South Palm Beach (Town, Palm Beach)**	E	E	19P	9/16/1974	5/15/1978	No	1,191	No
120228	FL	Tequesta (Village, Palm Beach)**	E	E	19P	12/4/1970	6/11/1971	No	1,057	No
120229	FL	West Palm Beach (City, Palm Beach)**	C	E	19P	6/18/1974	3/1/1979	No	5,574	No
470205	TN	Brentwood (City, Williamson)**	D	D	19P	3/23/1973	2/1/1978	No	304	No
470206	TN	Franklin (City, Williamson)**	D	D	19P	9/25/1974	7/2/1980	No	385	No
470424	TN	Thompson's Station (Town, Williamson)**	D	D	19P	N/A	10/30/2006	No	15	No
470204	TN	Williamson County (Unincorporated Areas)**	D	D	19P	5/27/1975	4/1/1981	No	400	No
390211	OH	Cleves (Village, Hamilton)*	D	D	19P	8/19/1975	2/1/1984	No	14	No
390216	OH	Forest Park (City, Hamilton)*	C	C	19P	N/A	2/9/2005	No	2	No
390204	OH	Hamilton County (Unincorporated Areas)*	D	D	19P	7/2/1973	6/1/1982	No	256	No
390231	OH	North Bend (Village, Hamilton)*	D	D	19P-N	3/22/1976	10/18/1983	No	2	No
550133	WI	Campbellsport (Village, Fond du Lac)*	D	D	19P-N	5/13/1975	5/15/1978	No	1	Yes
550134	WI	Eden (Village, Fond du Lac)*	B	B	19P-N	N/A	8/7/2012	No	0	Yes
550131	WI	Fond du Lac County (Unincorporated Areas)*	D	D	19P	4/2/1974	7/19/1982	No	47	Yes
550661	WI	Forest County Potawatomi Community (Fond du Lac, Forest, Marinette, Milwaukee and Oconto)*	N/A	N/A	19NP-CWG-NSFHA***	N/A	N/A	No	0	Yes
550474	WI	Kewaskum (Village, Fond du Lac and Washington)*	D	D	19P	7/7/1975	1/6/1982	No	39	Yes
300044	MT	Ennis (Town, Madison)***	D	D	19P	7/16/1976	6/1/1986	No	2	No
300043	MT	Madison County (Unincorporated Areas)***	A	D	19P	4/9/1997	8/9/1997	No	28	No
300126	MT	Sheridan (Town, Madison)***	A	D	19P	N/A	4/7/1998	No	0	No
300045	MT	Twin Bridges (Town, Madison)***	B	D	19P	7/18/1975	7/3/1986	No	2	No
560009	WY	Baggs (Town, Carbon)***	C	C	19P	12/16/1975	8/16/1988	No	6	No
560008	WY	Carbon County (Unincorporated Areas)***	B	D	19P	5/10/1984	1/16/1987	No	3	No
560010	WY	Dixon (Town, Carbon)***	A	B	19P	5/25/1984	9/30/1987	No	0	No
560093	WY	Elk Mountain (Town, Carbon)***	B	C	19P	6/2/1977	11/4/1987	No	1	No

560061	WY	Encampment (Town, Carbon)***	N/A	D	19NP-ID ⁺	N/A	N/A	No	0	No
560063	WY	Hanna (Town, Carbon)***	B	B	19NP ⁺	N/A	N/A	No	0	No
560066	WY	Medicine Bow (Town, Carbon)***	B	C	19P	8/22/2012	12/1/2012	No	0	No
560011	WY	Rawlins (City, Carbon)***	A	B	19P	3/7/1975	12/11/1985	No	2	No
560096	WY	Riverside (Town, Carbon)***	B	D	19P	2/12/1982	7/2/1987	No	1	No
560012	WY	Saratoga (Town, Carbon)***	B	C	19P	8/1/1975	10/1/1986	No	15	No
560067	WY	Sinclair (Town, Carbon)***	N/A	B	19NP-ID ⁺	N/A	N/A	No	0	No

Not Participating ⁺
Non-Floodprone ⁺⁺
Not Participating/Non-Floodprone ⁺⁺⁺
Compliant at LFD ⁺⁺⁺⁺
Participating in Emergency Program [^]
Compliant at LFD/Participating in Emergency Program ^{^^}
Non-Floodprone/Participating in Emergency Program ^{^^^}

*ARC

**Compass

***STARR II



Village of Palm Springs

Executive Brief

AGENDA DATE: December 12, 2024

DEPARTMENT: Planning, Zoning & Building

ITEM #16: Resolution No. 2024-69 - Special Exception Use (PSSE24-03) and Site Development Plan Amendment (SPR24-06) - Big Hope PPEC, Inc.

SUMMARY: Ms. Esther L Gordon Marquez, agent for the tenant, Big Hope PPEC, Inc ("Applicant"), applied for a Special Exception Use (PSSE24-03) and Site Plan Amendment (SPR24-06) approval to allow the conversion of a 2,100 square feet medical office into a child care facility located at 3230 Lake Worth Road. The proposed tenant will be occupying one (1) unit within the medical center building.

Note: On May 13, 2004, the Village annexed the 0.86-acre property as a developed parcel with 7,028 square feet of professional building space.

Childcare facilities are permissible in the Commercial General (CG) district with the special exception of approval. The applicant proposes a childcare facility to care for children with medical or skilled nursing needs who cannot attend a traditional daycare. The center will serve children from birth to 21 with medical conditions that require nursing care and a doctor's prescription to attend. It is not open to the public. A prescribed pediatric extended care facility is not licensed by Florida's Department of Children and Families like a traditional daycare, but rather by the Florida Agency for Health Care Administration ("AHCA"), which also regulates assisted living facilities, nursing homes, and hospitals. Health conditions include Down syndrome, respiratory illness, autism, and cerebral palsy. A maximum of 30 children can be served at a time at the center from 7 a.m. to 7 p.m., Monday through Saturday. Registered nurses, licensed practical nurses and care assistants will work at the facility.

As part of the proposed project, the applicant requested one (1) variance, approved unanimously by the Planning & Zoning Board during their regular meeting on November 12, 2024, to allow the elimination of the required outdoor play area.

The Planning & Zoning Board considered the proposed special exception use and site plan amendment during their regular meeting on November 12, 2024, and recommended conditional approval.

The Planning, Zoning & Building staff do not object to the proposed Special Exception Use and Site Development Plan Amendment and recommend conditional approval of the proposed project.

FISCAL IMPACT:

The proposed project is expected to have a minor fiscal impact on the Village as it would require various Village services that would result in increased revenue for the village.

ATTACHMENTS:

1. Resolution No. 2024-69 - Site Plan Amendment SPR24-06 and Special Exception PSSE24-003

2. Exhibit "A" Staff Report
3. Project Narrative
4. Site Plan, Floor Plan, Life Safety Plan and Letters
5. Location & Aerial Map

RESOLUTION NO. 2024-69

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, (APPROVING/DENYING) WITH CONDITIONS, AN APPLICATION SUBMITTED BY MS. ESTHER L GORDON MARQUEZ, AGENT FOR THE TENANT, BIG HOPE PPEC, INC (“APPLICANT”), FOR A SITE PLAN AMENDMENT (SPR24-06), AND CONCURRENTLY A SPECIAL EXCEPTION USE (PSSE24-03) THE CONVERSION OF A 2,100 SQ FT MEDICAL OFFICE INTO A CHILD CARE FACILITY AT 3230 LAKE WORTH ROAD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Ms. Esther L Gordon Marquez, Agent for the Tenant, Big Hope PPEC Inc, (“Applicant”) is requesting approval of the Site Plan Amendment (SPR24-06) and Special Exception Use (PSSE24-03) for the property at 3230 Lake Worth Road; and

WHEREAS, the Planning & Zoning Board considered these requests during their November 12, 2024 meeting and recommended conditional approval; and

WHEREAS, the recommendation of the Planning, Zoning, and Building Department is to approve this application, subject to staff report conditions; and

WHEREAS, the Planning, Zoning & Building staff do not object to the proposed Special Exception Use and Site Development Plan Amendment and recommend conditional approval of the proposed project; and

WHEREAS, the Village Council has heard this matter in public session; has considered the presentation and other evidence presented by the Applicant; has received and considered the recommendations of the Village Staff and has otherwise been fully informed regarding this matter.

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

Section 1. Ms. Esther L Gordon Marquez, Agent for the Tenant, Big Hope PPEC Inc, (“Applicant”), for approval with conditions of Site Amendment Plan (SPR24-06) and Special Exception Use (PSSE24-03), determines as follows:

___ Having been otherwise fully apprised of the premises herein, the Village Council hereby adopts the findings of the Board and approves the said application as revised, with the staff report conditions attached hereto as Exhibit “A”, and which is incorporated herein by reference.

OR

___ Having been otherwise fully apprised of the premises herein, the Village Council hereby rejects the Board findings and denies the application, finding that good cause for the special exception has NOT been shown and the criteria set forth in Palm Springs Code Section 34-607(b) are NOT met, for the following reason(s):

Notwithstanding any exceptions, conditions, or other approvals granted herein, the applicant must conform to all other applicable codes, ordinances, and laws whether stated herein or not.

Section 2. This Resolution shall take effect immediately upon adoption.

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

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

The Mayor thereupon declared the Resolution duly passed and adopted this _____ day of December 2024.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
CHRISTY GODDEAU, VILLAGE ATTORNEY

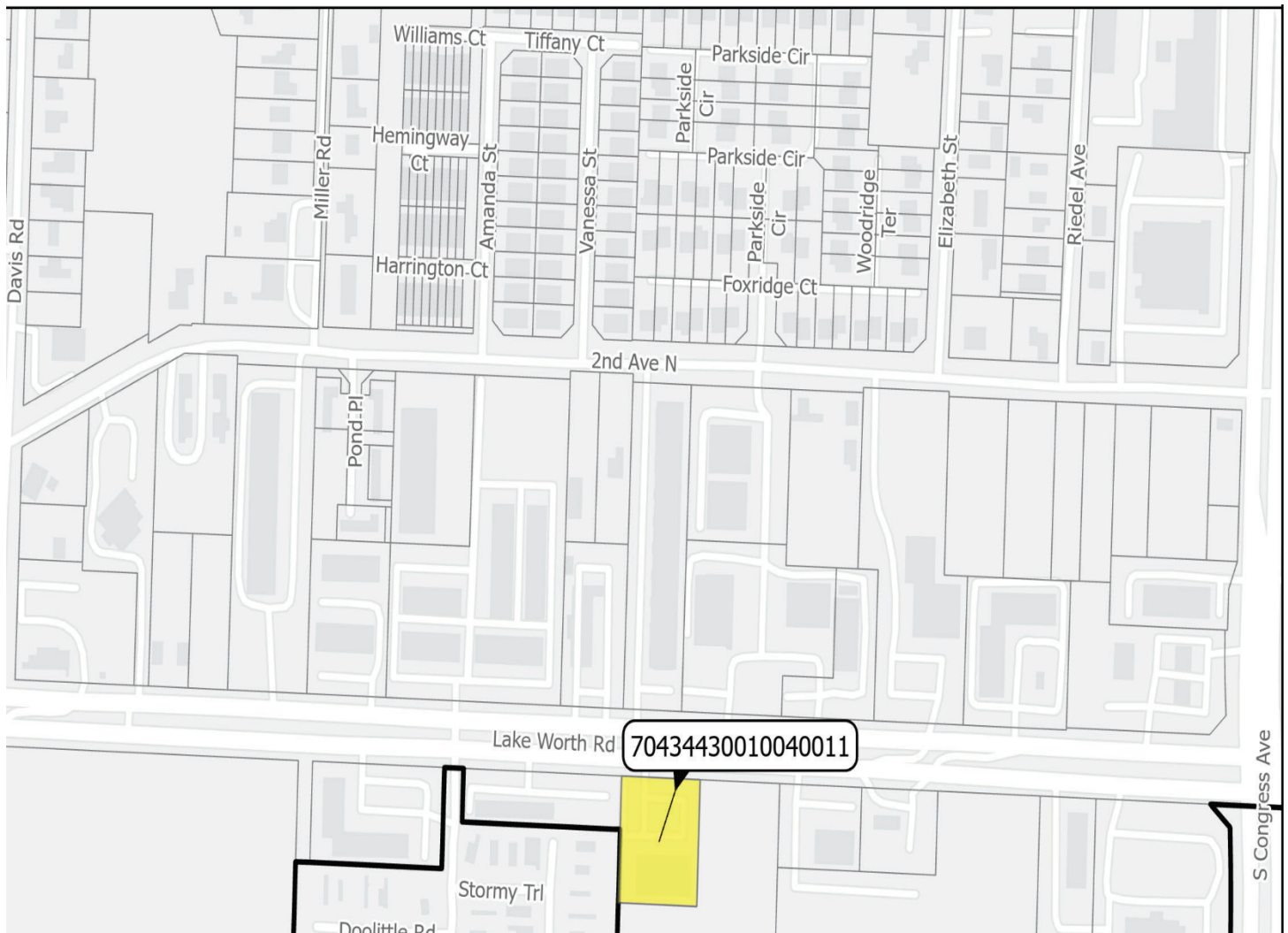


PLANNING, ZONING & BUILDING STAFF REPORT

SUBJECT: Special Exception Use and Site Development Plan Amendment with One (1) Variance - Big Hope – 3230 Lake Worth Road.

Application Summary			
Applicant / Petitioner	Big Hope (tenant)	Submittal Date	8/19/2024
Reference Name	Big Hope	Case Number	SPR24-06, PSSE24-03, PSV24-05
		Parcel Control No	70-43-44-30-01-004-0011
Location	3230 Lake Worth Road	Tenant Space	± 2,100 s.f.
P&Z B Meeting	November 12, 2024	Council Meeting	December 12, 2024
Requests			
Proposed Use(s)	Site Development Plan Amendment and concurrent request for a Special Exception Use to allow a 2,100 square foot child day care facility for children who have medical or skilled nursing needs within a tenant bay in the existing 4,513 square feet commercial building.		
Number of Buildings	1 child day care facility (2,100 sf) with a maximum of 30 children at a time		
Variances	APPROVED BY THE PLANNING & ZONING BOARD – 11/12/2024		
	PSV24-05 Requesting a Variance relief from Section 34-1022(5) to eliminate the required outdoor play area.		
Parking			
Code	Required	Provided	Meets Requirement
Total Overall Parking	1/ 200 sf @ 2,100 sf = 11 spaces	35 spaces for the entire commercial building	Yes
The Applicant provides care to children who have medical or skilled nursing needs that prevent them from attending a traditional daycare. Children require a doctor’s prescription to attend. The facility is not open to the general public. A Prescribed Pediatric Extended Care (“PPEC”) facility is not licensed by the Florida Department of Children and Families like a traditional daycare, rather it is licensed by Florida’s Agency for Health Care Administration (“AHCA”) which also regulates assisted living facilities, nursing homes and hospitals. While the proposed facility is not a standard daycare, by definition of the Land Development Regulations, “childcare facility” is the best description for this use. A childcare facility is a special exception use in the CG district, and is subject to supplemental regulations:			
Requirement		Proposal	
1. Residential Area		Code allows use by SE approval in CG	
2. Lot Area (10,000 s.f. min)		Medical Center complies	
3. Floor Area (1500 s.f. min for 40 children + additional 35 sf per child)		2,100 s.f. for maximum of 30 children	
4. Outdoor Play Area (1500 s.f. min)		Subject of Variance Request	
5. On-Site Parking (1 sp/employee or 1 sp/200 sf)		11 spaces minimum	
6. 1 Drop-Off Space/8 children		2 designated drop-off spaces	

Site Characteristics			
Existing Use	Empty bays	Proposed Use	Child day care facility
Existing Zoning	Commercial General (CG)	Existing Future Land Use	Commercial
Surrounding Existing Land Use, Future Land Use, and Zoning			
Direction	Existing Use	Future Land Use	Zoning District
North	Offices	Commercial	Commercial General (CG)
South	Vacant Commercial	Commercial	Commercial General (CG)
East	Vacant Commercial	Commercial	Commercial General (CG)
West	Commercial Stores, Multi-Family Residences	Commercial & Unincorporated PBC	Commercial General (CG & Unincorporated PBC
Recommendation			
Planning, Zoning & Building Staff can appreciate the need for a skilled nursing environment for children with medical challenges. Staff finds that the proposed facility generally meets the intent and requirements for a childcare facility and recommends conditional approval for the proposed child day care facility use as depicted on the proposed plans.			



I. Site History

- **Ordinance 2004-21: Annexation**

On May 13, 2004, the property at 3230 Lake Worth Road was voluntarily annexed into the Village of Palm Springs as a developed parcel and designated with the land development with a Commercial Future Land Use Designation and a Commercial General Zoning District (CG).

II. Comprehensive Plan Consistency

The subject property's Future Land Use designation and Zoning are Commercial and Commercial General (CG), respectively. The proposed use is permitted as special exception use and is generally consistent with goals, objectives and policies of the Village's Comprehensive Plan. With the proposed use, quality medical jobs will be provided and will benefit the residents.

III. Variance Approved by the Planning & Zoning Board

The applicant is seeking the following variance:

1. **PSV22-17** Requesting a Variance relief from Section 34-1022(5) for the elimination of outdoor play area.

Big Hope PPEC, Inc. is seeking a variance relief from section 34-1022(5) which outlines the supplemental regulations for a Child Care Facility to eliminate the minimum outdoor play area. The use of the leased premises will be as a Prescribed Pediatric Extended Care Center, known by the acronym PPEC. A PPEC is licensed by Agency for Health Care Administration (AHCA). Traditional childcare facilities are licensed by the Department of Children and Family Services. A doctor's prescription is required to attend a PPEC. The attendees must meet specific medical requirements to attend. In most jurisdictions, a PPEC is approved as a medical center; however, the Palm Springs Code defines a childcare center as, " an establishment which provides care or instruction for more than five children, operated on a regular basis and which consistent with all other provisions of state law." While PPEC meets this definition, the actual operation of the facility does not need to satisfy Section 34-1022(5) of Palm Springs Land Development Code Section 34-1022(5).

The medical conditions of the patients that attend a PPEC do not warrant a typical childcare outdoor play area. Moreover, AHCA does not require a PPEC to have any outdoor play area. We are requesting a variance to eliminate this requirement.

The applicant's full justification is hereto:

- a. That special condition and circumstances exist which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures, or buildings in the same land development district.

Yes. The applicant is seeking the special exception for a childcare center notwithstanding the fact that it does not operate as a childcare center or hold itself out to the public to be a child care center. No state regulations require a PPEC to provide its patients with an outdoor play area regardless of the location of the PPEC. The other licensed PPECs in Palm Beach County do not have an outdoor play area.

- b. That the special conditions and circumstances do not result from the actions of the applicant.

Yes. There is no State Statute or regulation promulgated by any State Regulatory Agency that requires a PPEC provide outdoor play area. A PPEC is not required under any State law to adhere to standards as a childcare center other than the requirement that it meets fire safety codes of a non-resident child care facility. Even though it is not required the center will have an indoor play area with soft play mats within the building.

- c. That granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, buildings, or structures in the same land development district.

Yes. The unique nature of the PPEC use is not specifically addressed in the Code. It is regulated by the Agency for Health Care Administration (AHCA) which has not generated any regulation requiring an outdoor play area be provided for the patients. Approving the variance will not confer any special privilege on the Applicant since the provision of an outdoor play area is not required for this use.

- d. That literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same land development district under the terms of this chapter and would work unnecessary and undue hardship on the applicant.

Yes. If the applicant is required to provide an outdoor play area, as required by the code, it will impose a requirement on this PPEC that is not required by any other PPEC in Florida. The expense to construct an outdoor play area that will not be used by the patients will be an unnecessary and undue hardship on the Applicant.

- e. That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure.

Yes. Granting the variance is the minimum that will enable the Applicant to provide medical service to a population that is underserved in Palm Beach County.

- f. That the granting of the variance will be in harmony with the general intent and purpose of this chapter.

Yes. One purpose of the Code is to control and regulate development in the Village by concentrating development in areas where adequate community facilities and services can be provided. Granting this variance will allow additional medical services to be provided to an underserved segment of the population.

- g. That such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

Yes. Granting this variance will not be injurious to the area nor a detriment to the public welfare. In fact, it will be a great benefit to community by providing medical care to needy children and allow their parents to work outside of the home. It will also bring jobs to the area.

Staff does not object to the applicant's request, based on the applicant intent to provide the need of this services within the community. Staff agree that special circumstances are present because the proposed PPEC is not a standard daycare and that a special privilege will not be created since the PPEC is different than a typical childcare facility. Staff understand that literal interpretation of the code may create hardship and does agree that the elimination of the outdoor play area is the minimum variance needed for this location. Granting the variance will be harmonious with the intent of the Land Development Regulations and will not be injurious to the balance of the shopping center.

Staff generally finds that the requested variance will not be contrary to public interest; however, staff believes that even special needs children should have access to fresh air and natural light during the day; but within the commercial property, there are not a desirable location for a designated outdoor play area.

IV. Neighborhood Compatibility

- 1) The proposed project is located on the south side of Lake Worth Road between South Congress Avenue and Davis Road.
- 2) Surrounding properties are a mix of residential and commercial uses. The adjacent residential uses are currently Unincorporated to Palm Beach County.
- 3) The proposed project is on one of the most important corridors within the Village limits, Lake Worth Road, that

connects East and West portions of the County and surrounding cities.

- 4) Transit service is available through Palm Tran.
- 5) The existing medical building has one more tenant occupying the building providing a medical services.

V. Regulatory Issues

- The site plan generally conforms to the property development standards of the CG district.
 - 1) Proposed project plan generally meets required site development regulations.
 - 2) Variance for the elimination of the outdoor play area shall be approved by the Planning & Zoning Board.
 - 3) Permits from all applicable permitting agencies, including but not limited to PBC Fire Rescue and Village of Palm Springs are required prior to any construction.
 - 4) Palm Beach County Traffic division has determined that the proposed project will not generate additional trips; therefore, the project meets the TPS of Palm Beach County.

VI. Environmental Issues:

There are no environmental (wetlands, floodplains, etc.) issues identified.

VII. Community Outreach/ Notification

- The subject property was posted on November 1, 2024.
- Public Notification letters were mailed to all property owners within 300 feet radius of subject property on November 1, 2024.
- Legal advertisement was published in the paper on October 24, 2024.
- Staff has not received any inquiries or comments as a result of the notices.

VIII. Proposed Development Plan Details

The petitioner's development plans dated received on August 18, 2024 depicts the following:

- An application submitted for a Special Exception Use and concurrently Site Development Plan Amendment with one (1) variance to allow a child day care facility with a maximum of 30 children.
 1. Site Plan dated received August 18, 2024 revised and resubmitted on September 30, 2024.
 2. Floor plans dated received August 18, 2024 revised and resubmitted on September 30, 2024.
 3. Justification Statement and proposed use.
 4. Traffic Statement.

IX Recommendation

The Applicant is requesting a site plan amendment and concurrently a special exception use to allow a child day care facility to provide care to children who have medical or skilled nursing needs that prevent them from attending a traditional daycare. The center will serve children from Birth to age 21 with medical conditions that require nursing care and doctor's prescription to attend. The facility is not open to the general public. A Prescribed Pediatric Extended Care ("PPEC") facility is not licensed by the Florida Department of Children and Families like a traditional daycare, rather it is licensed by Florida's Agency for Health Care Administration ("AHCA") which also regulates assisted living facilities, nursing homes and hospitals. Examples of types of conditions served are Down Syndrome, Respiratory Illness, Autism, Cerebral Palsy. The center will serve up to 30 children at a time Monday to Saturday from 7am to 7pm. Staff will consist of Registered Nurse, Licensed Practical nurse, and Care Aides.

Village staff can appreciate the need for a skilled nursing environment for children with medical challenges and finds that the proposed PPEC generally meets the intent and requirements for a childcare facility.

Staff has found the proposed Special Exception use to be generally consistent with goals, objectives and policies of the

Village's Comprehensive Plan. The proposed use is generally consistent with the Land Development and zoning regulations and all other portions of the code. The proposed special exception use does not significantly reduce light and air to adjacent properties and would not be deterrent to surrounding properties. The new project does not negatively impact natural systems.

Planning, Zoning and Building Staff recommends conditional approval of the Special Exception Use, Site Development Plan Amendment and Variance subject to the following thirteen (13) conditions below:

1. Build out date is December 31, 2025.
2. The special exception approval shall be implemented within 18 months of Council approval.
3. Permits issued by the Village are required before any renovation takes place. Renovations may be required due to change of occupancy from a Florida Building Code perspective from Business to Child Care. All renovations shall adhere to the Village Code. A life safety plan depicting arrangement of beds, play/activity area, therapy and personal hygiene areas shall be submitted prior to issuance of a business tax receipt.
4. Copies of licenses from all Authorities Having Jurisdiction are required to be provided to the Planning, Zoning and Building Department prior to occupancy. A PPEC license shall be maintained through the duration of the business. The use cannot be converted to another form of childcare facility without subsequent Village approvals.
5. The General Contractor shall be on site during any and all construction activity in accordance with FS 489.1195.
6. Permits must be obtained from the Village and Palm Beach County Fire Department **at time of permitting**.
7. Provide permits from all applicable permitting agencies **at the time of permitting**.
8. The construction dumpster shall be only provided by Waste Pro USA who is under franchise Agreement with the Village.
9. The property owner shall register an Agent of Record, prior to issuance of a permit, to establish a contact person responsible for compliance with this Development Order, including site plan/landscape plan details and conditions of approval.
10. The Applicant may be required to undertake additional security measures, based on the number of complaints or calls for service for incidents at the premises, as determined by the Police Chief. Such additional security measures, as approved by the Police Chief, may include increased on-site security at the operator's sole expense.
11. Any sidewalk broken or damaged during construction shall be replaced by the contractor **prior to CC**.
12. Absolutely no occupancy, other than construction personnel, is permitted **prior to TCC/CC**.
13. **At the time of CC**, the petitioner shall provide the Planning, Zoning and Building Department with electronic copies of as-builts.

Project Name: Big Hope PPEC, Inc.

3230 Lake Worth Rd Suite C,

Palm Springs, Fl. 33461

Narrative

This project is for a location of a Prescribed Pediatric Extended Care (PPEC) Center. The building is a Commercial General Zone. The Commercial General Zone allows for this use with a Special Exception.

We are requesting a Special Exception to allow for us a Prescribed Pediatric Extended Care Center that services special needs children. Big Hope PPEC, Inc. has as main goal to provide high quality skilled nurse services to kids from birth to 21 y/o with medical stable conditions, in order to improve their life quality.

The center will serve up to 30 children at a time. The center will open Monday to Saturday from 7:00 am to 7:00 pm. The center will have staff that consists of Registered Nurse, Licensed Practical Nurse, and Care Aides.

SECTION 9

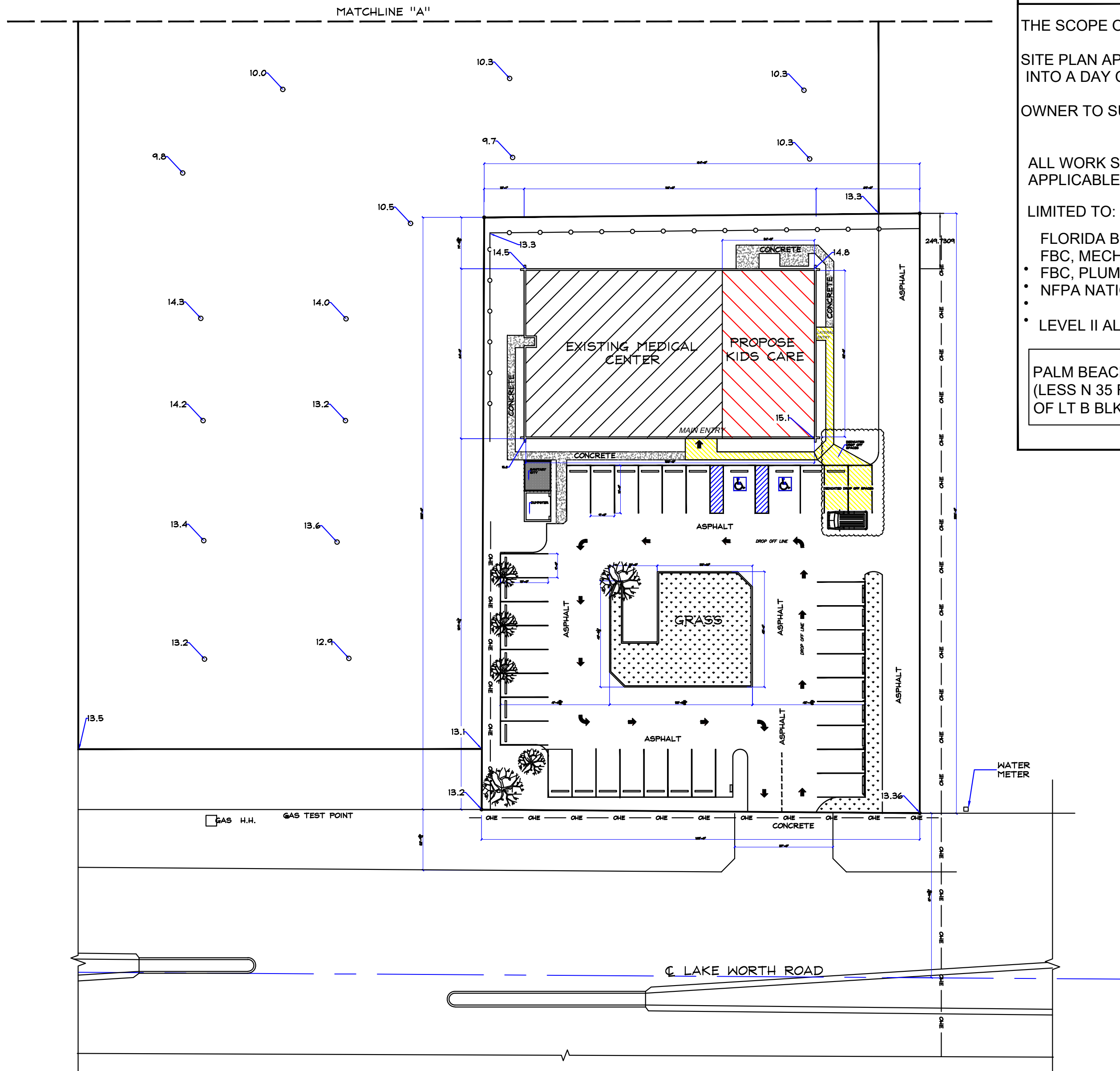
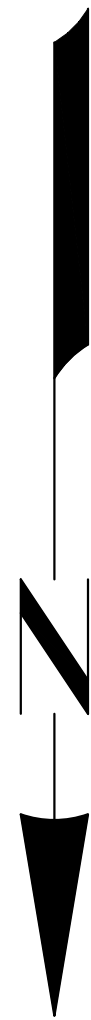
1. The proposed special exception use is consistent with goals, objectives, and policies of the village's comprehensive plan. The use will not have a major impact on the village's comprehensive plan.
2. The proposed special exception use is consistent with the Planning, Building, & Zoning and zoning regulations and all other portions of this code. The use does not have a major impact on the land development and zoning regulations.
3. The proposed special exception use is compatible with the character and use (existing and future) of the surrounding properties in its function, hours of operation, type, and amount of traffic to be generated; building location, mass, height, and setback; and other relevant factors peculiar to the proposed special exception use and the surrounding property.
The center hours will be Monday to Friday 7:00am to 7:00 pm. There should not be any significant impact to traffic.
4. The establishment of the proposed special exception use in the identified location does not create a concentration or proliferation of the same or similar type of special exception use which may be deemed detrimental to the development or redevelopment of the area in which the special exception use is proposed to be developed.
5. The proposed special exception use does not have a detrimental impact on surrounding properties based on:
 - a) The number of persons anticipated to be using, residing, or working on the property as a result of the special exception use;
 - b) The degree of noise, odor, visual, or other potential nuisance factors generated by the special exception use; and
 - c) The effect on the amount and flow of traffic within the vicinity of the proposed special exception use.
6. That the proposed special exception use:
 - a) Does not significantly reduce light and air to adjacent properties.
 - b) Does not adversely affect property values in adjacent areas.
 - c) Would not be deterrent to the improvement, development or redevelopment of surrounding properties in accord with existing regulations.

- d) Does not negatively impact adjacent natural systems or public facilities, including parks and open spaces.
- e) Provides pedestrian amenities, including but not limited to benches, trash receptacles, and/or bicycle parking.

The PPEC Center does not have any input to the general property since it has already been developed. There is not significant effect on the light and/or air quality to the adjacent properties. There is not effect to Parks, Recreation, Open space or other pedestrian activities.

- 7. The proposed use would enhance and/or promote development of the Village, fulfill redevelopment objectives, and/or have a positive economic impact on the Village, including creating new jobs, economic growth and provide needed community-serving (neighborhood retail and commercial) uses and business.

This use should not have a major impact on the Village redevelopment objectives. The proposed use will create jobs in the clinical sector for employees such as nurses and therapists as well as non-clinical aide positions. The center will provide access to quality care for the special needs population of Palm Springs.



SCOPE OF WORK

THE SCOPE OF WORK INCLUDES THE FOLLOWING :

SITE PLAN APPROVAL FOR RE-ZONING OF VACANT UNITS 3230 AND INTO A DAY CARE CENTER (PRESCRIBED PEDIATRIC)

OWNER TO SUBMIT PERMIT SET FOLLOWING SITE PLAN APPROVAL

ALL WORK SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES HAVING JURISDICTION.

LIMITED TO: INCLUDING BUT NOT

- FLORIDA BUILDING CODE: 2023 7TH EDITION
- FBC, MECHANICAL: 2023 8TH EDITION
- FBC, PLUMBING: 2023 8TH EDITION
- NFPA NATIONAL ELECTRICAL CODE, 2020 EDITION
- LEVEL II ALTERATION PER FBC SEC 603.1

PALM BEACH FARMS CO PLAT NO 7 W 150 FT OF LT A (LESS N 35 FT LAKE WORTH AVE R/W) & W 150 FT OF LT B BLK 4 & W 1/2 OF 30 FT RD R/W LYG W OF & ADJ TO

PROJECT TEAM

ARCHITECT
SANDRA PUERTA ARCHITECTEC
2224 JOG RD. GREENACRESS, FL. 33415
(561) 712 8898



DESIGN:	DATE 04/17/2024	SCALE:	
DRAWN: V.G.V.		PAPER SIZE:	
APPROVED:		REVISION:	
NUMBER:		DATE:	
DETAILS:			

DISCLAIMER
ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF C.D.S. DESIGN & MAY NOT BE DUPLICATED, USED, OR DISCLOSED WITHOUT THE EXPRESS WRITTEN CONSENT OF VICTOR G VAZQUEZ, CAD DRAFTING SERVICE

VICTOR G VAZQUEZ
CAD DRAFTING SERVICE
West Palm Beach, Florida
Cell Phone: 561-797-1439
LICENSE NUMBER: 2003-18097

CODE DESIGN FBC 2023 8th EDITION, ASCE 7-2022

PER 2023 FBC FOR BUILDING CODE
PER 2023 FBC FOR EXISTING BUILDING CODE
PER 2023 FBC FOR PLUMBING BUILDING CODE
PER 2023 FBC FOR MECHANICAL BUILDING CODE
PER 2023 FBC FOR ACCESSIBILITY BUILDING CODE
PER 2020 FBC FOR ELECTRICAL BUILDING CODE
PER CURRENT NFPA BUILDING CODE

CLASSIFICATION OF WORK
LEVEL 2: ALTERATIONS INCLUDE THE RECONFIGURATION OF SPACE, THE ADDITION OR ELIMINATION OF ANY DOORS, WINDOWS

SITE PLAN NOTES

1.-THE ARCHITECTURAL SITE PLAN IF PROVIDED IN THESE DOCUMENTS IS FOR GENERAL, LOCATION OF THE HOUSE BUILDING, DRIVEWAY, AND SITE FEATURES ONLY. THE GENERAL CONTRACTOR OR OWNER SHALL PROVIDE A PRELIMINARY LOT FIT PERFORMED BY A LICENSE SURVEYOR AT 50 PERCENT COMPLEXION OF PROJECT. THE SURVEYOR IS RESPONSIBLE FOR VERIFYING BUILDING LOT #, LOT COVERAGE, EASEMENT LOCATION, SET BACKS, AND ALL SITE DIMENSIONS PRIOR TO PERMIT AND CONSTRUCTION, IF ANY CONFLICTS OCCUR BETWEEN THE ARCHITECTURAL SITE PLAN AND SURVEYORS THE GENERAL CONTRACTOR AND ARCHITECT SHALL BE NOTIFIED IN WRITING PRIOR TO PERMIT AND CONSTRUCTION. NO WORK SHALL BE PERFORMED UNTIL THE G.C. RESOLVES THIS CONFLICTS.

CODE INFORMATION

APPLICABLE CODES				REQUIRED SEPARATION OF OCCUPANCIES	
NFPA 101 (2021) FLORIDA BUILDING CODE 8TH ED., (2023) FLORIDA BUILDING CODE 8TH ED., (2023) PLUMBING				SEPARATION HOURS PER FBC TABLE 508.4 EDUCATIONAL GROUP E / BUSINESS GROUP B SPRINKLERED BUILDING 1 HR. FIRE RATING	
AGENCY HAVING JURISDICTION				CONSTRUCTION TYPE	
PALM SPRINGS, FL				TYPE II-B CONSTRUCTION FIRE SPRINKLERED ONE STORY BUILDING	
EXIT ACCESS TRAVEL DISTANCE (FBC, TABLE 1017.2)				PARKING REQUIREMENTS	
SUB-OCCUPANCY		W/O SPRINKLER	W/ SPRINKLER	3230 MEDICAL CENTER LS 1/200 SQ FT. 4,513 SQ. FT. REQUIRED SPACES = 22 PROVIDED SPACES = 33	
EDUCATIONAL GROUP E		200	250	3230 CHILD CARE FACILITY R.S. 1/200 SQ FT. 2,100 SQ. FT. REQUIRED SPACES = 11 PROVIDED SPACES = 33	
CODE ANALYSIS				HANDICAPPED SPACES = 2 REGULAR SPACES = 31	
OCCUPANCY CLASSIFICATION:		EDUCATIONAL GROUP E (DAY CARE) FBC SEC. 305.2			
OCCUPANCY LOAD (FBC, TABLE 1004.5)				DEDICATED DROP OFF SPACES = 2	
ALLOWABLE OCCUPANCY BASED ON AREA		DAY CARE	35 NET SF/OCCUPANT		
SQUARE FOOTAGES:		NUMBER OF OCCUPANTS	TOTAL OF OCCUPANTS		
SUITE C		2100 SF	57	25	

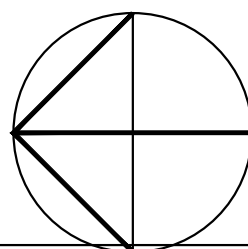


TITLE PROJECT BIG HOPE PPEC INC.
JOB EXISTING SITE PLAN
OWNER NAME MRS. ESTHER LLANES
ADDRESS 3230 LAKE WORTH RD. SUITE C PALM SPRING, FL 33461

ARCHITECTURE GROUP, INC.
SANDRA PUERTA
FL. LIC # AA26002780. AR 95385
6475 KIRSTEN WAY, LAKE WORTH, FL. 33467
PHONE: 561 248 5488 FAX: 561 828 2645

P.C.N.
00-00-00-00-00-000-0000
SHEET NUMBER

1.0

 SITE PLAN
SCALE 1/32" = 1'-0"



NEW LINE DRAFTING & DESIGN
117 KELLER DR.
PALM SPRINGS, FLORIDA
(561) 723-4398

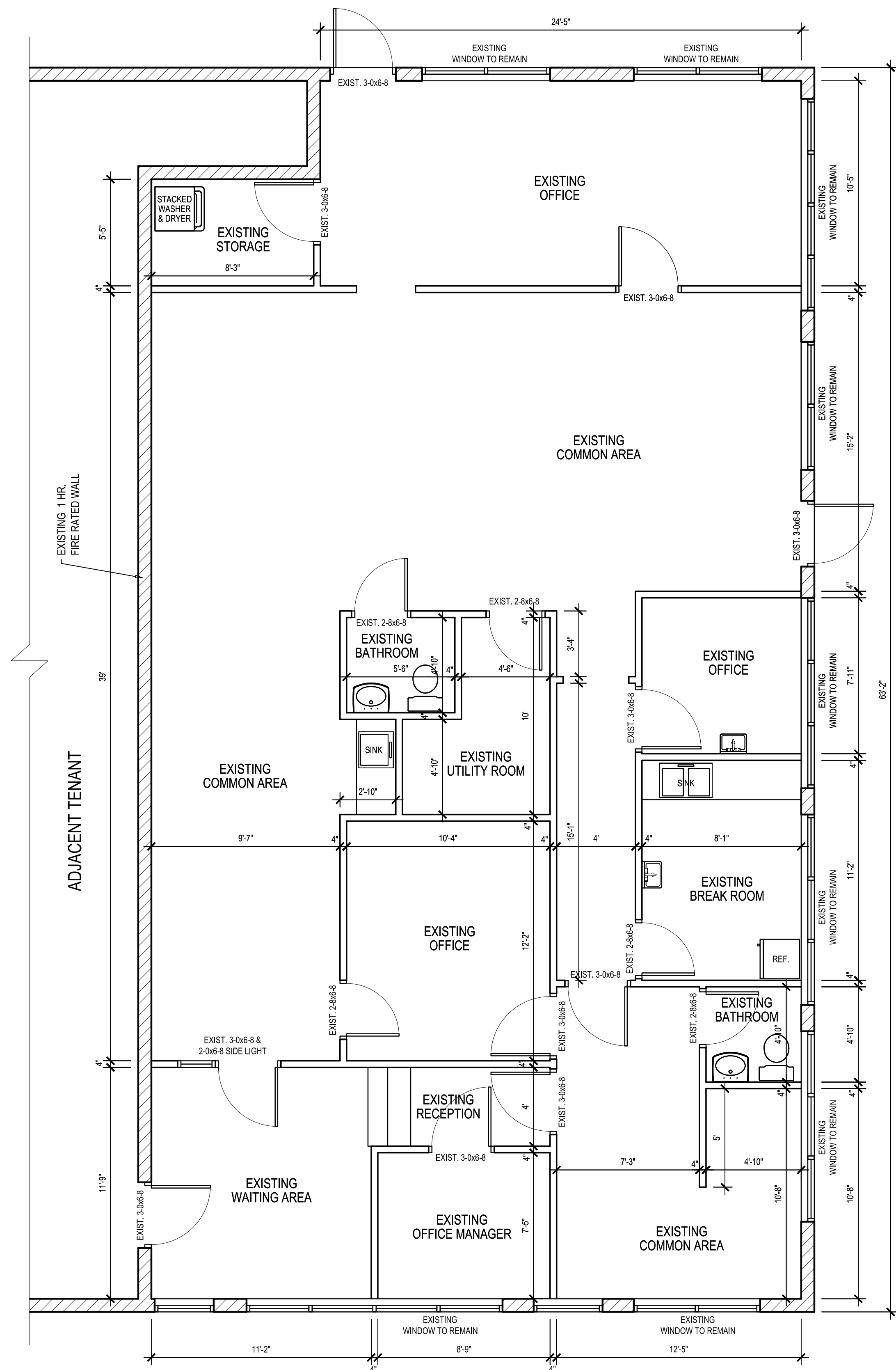
REVISIONS:
No. DATE COMMENTS

EXISTING FLOOR PLAN FOR:
BIG HOPE PPEC, INC.
3230 LAKE WORTH RD. SUITE C
PALM SPRINGS, FLORIDA. 33461

Job Number: A01242401
Drawn By: E. GONZALEZ
Date: JANUARY, 2024

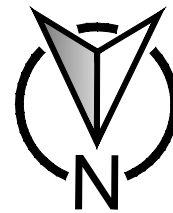
Sheet Number

A-2.0



EXISTING FLOOR PLAN

SCALE: 1/4"=1'-0"





NEW LINE DRAFTING & DESIGN
117 KELLER DR.
PALM SPRINGS, FLORIDA
(561) 723-4398

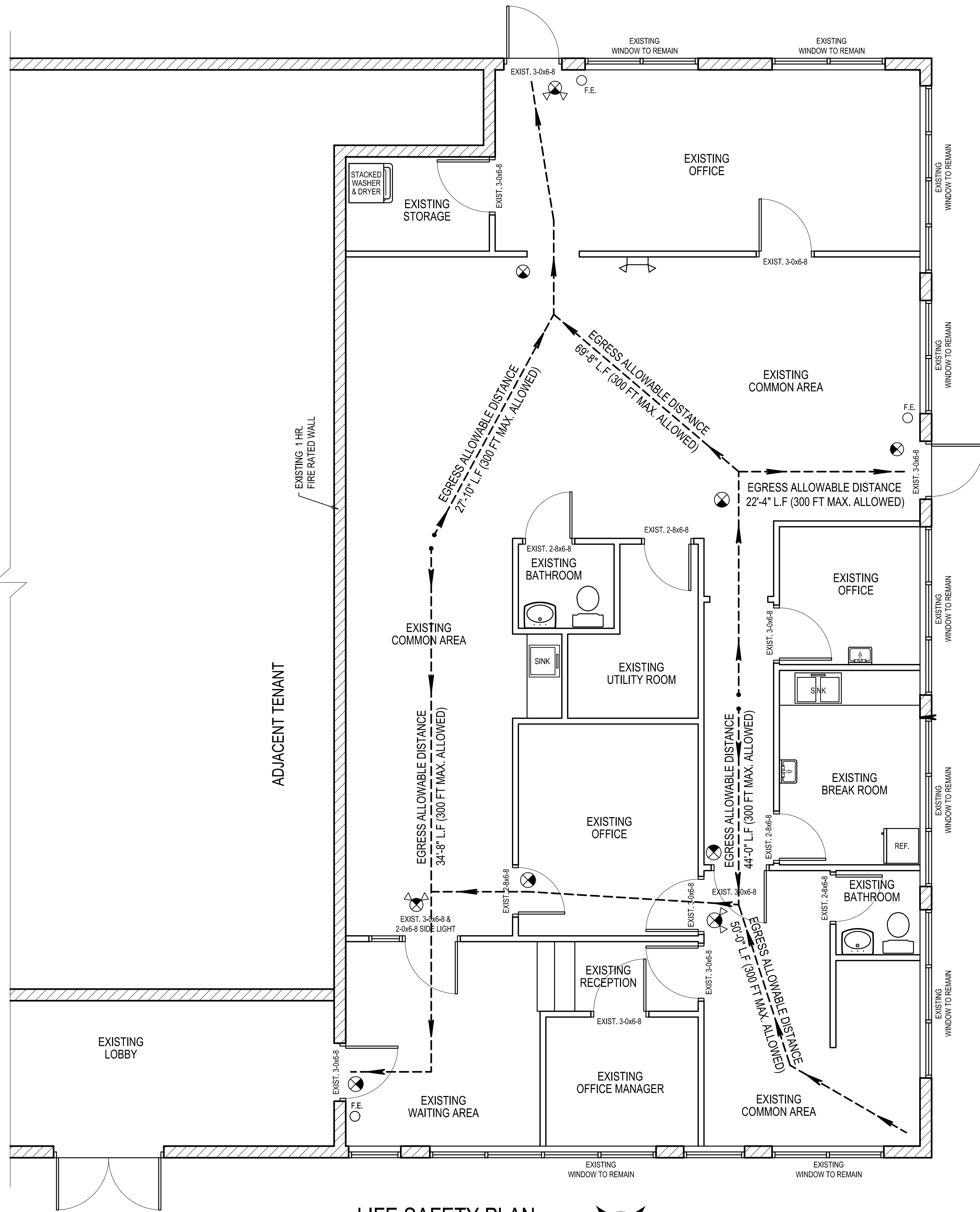
REVISIONS:
No. DATE COMMENTS

EXISTING FLOOR PLAN FOR:
BIG HOPE PPEC, INC.
3230 LAKE WORTH RD. SUITE C
PALM SPRINGS, FLORIDA. 33461

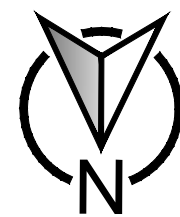
Job Number: A01082401
Drawn By: E. GONZALEZ
Date: JANUARY, 2024

Sheet Number

LS-1.0



LIFE SAFETY PLAN
SCALE: 1/4"=1'-0"

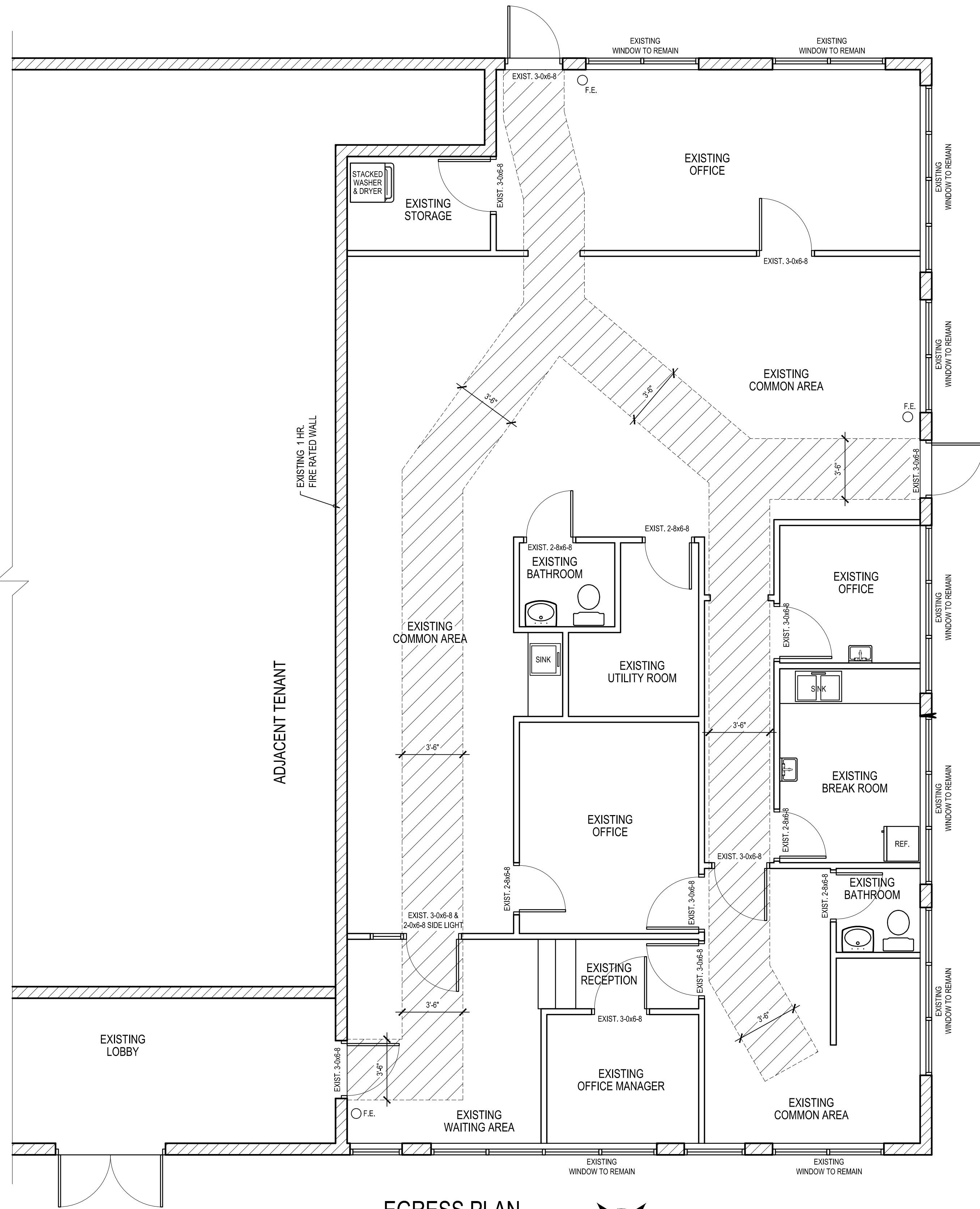


PROJECT DATA

- VERIFY ALL DIMENSION @ SITE.
- OCCUPANCY: GROUP "B" "FBC" SECT. 304.1 (CLINIC, OUTPATIENT)
- BUILDING CONSTRUCTION TYPE IIB
- 'B' (BUSINESS) = 150 S.F. GROSS PER OCC. (OUTPATIENT AREAS)
-SEE F.B.C. 2023 TABLE 1004.5
- ALTERATION LEVEL 2
- ONE REQUIRED EXITS PER TABLE 1006.2.1 (PROVIDED THREE)
- MAX. DEAD END: 20 FEET PER 1020.5
- MAX. TRAVEL: A = 200 FEET PER TABLE 1017.2
- No. OF FLOORS = 1
- OCCUPANT LOAD: 14 PERSONS
- MAX. EMPLOYEES PER SHIFT: 4 PERSONS

NOTE:

- ALL NEW INTERIOR WALL & CEILING FINISHES WILL BE CLASS "C" IN ACCORDANCE WITH ASTM E 84 OR UL723 & F.B.C. 2023 TABLE 803.11.
- ALL FIRE EXTINGUISHER SHALL BE TYPE ABC.
- STRUCTURES UNDERGOING CONSTRUCTION, ALTERATION, OR DEMOLITION OPERATIONS SHALL COMPLY WITH NFPA 101 -2024 EDITION.
- ADDRESS NUMBERS ARE REQUIRED AT THE FRONT AND REAR DOORS. DOUBLE KEYED LOCKS ARE NOT ALLOWED. ALL DOOR HARDWARE MUST BE DIRECT ACTING THAT REQUIRES NO MORE THAN ONE OPERATION TO OPEN THE DOOR.



EGRESS PLAN
SCALE: 1/4"=1'-0"



SYMBOLS	
	EXIT LIGHT
	FIRE EXTINGUISHER
	INDICATES EXIT ACCESS TRAVEL
	INDICATES EXIT ACCESS TRAVEL

Big Hope PPEC, Inc
Esther L Gordon Marquez
2882 Bard St
Palm Spring, FL 33406

**Re: Big Hope PPEC
3230 Lake Worth Rd (Palm Springs)
SPECIAL EXCEPTION USE TRAFFIC CONCURRENCY
PCN 70-43-44-30-01-004-0011**

JFO Group Inc. has been retained to prepare a traffic impact analysis to determine compliance with *Palm Beach County (PBC) - Traffic Performance Standards (TPS) - Article 12 of the PBC Unified Land Development Code (ULDC)* as required by the *City of Palm Springs* for a Special Exception Use application. This request will allow for interior improvements on 2,200 SF Medical Office that will be converted to 2,200 SF of Prescribed Pediatric Extended Care (PPEC) uses. The proposed tenant, Big Hope PPEC, requires Special Exception Use approval to operate in the City of Palm Springs.

Big Hope PPEC provides care to children who have medical or skilled nursing needs that prevent them from attending a traditional daycare. Children require a doctor's prescription to attend. The facility is not open to the general public. A PPEC facility is not licensed by the Florida Department of Children and Families like a traditional daycare, rather it is licensed by Florida's Agency for Health Care Administration ("AHCA") which also regulates assisted living facilities, nursing homes and hospitals.

3230 Lake Worth Rd is located south of Lake Worth Road, $\pm 1/4$ mile west of Congress Avenue in the City of Palm Springs, Florida. Figure 1 shows the project location in relation to the transportation network. Parcel Control Number associated with this project is 70-43-44-30-01-004-0011. A copy of the property appraiser information for the site is included as Exhibit 1. Exhibit 2 includes a copy of the latest survey. Exhibit 3 includes the proposed site plan, showing the location of Big Hope PPEC within the existing medical office building.

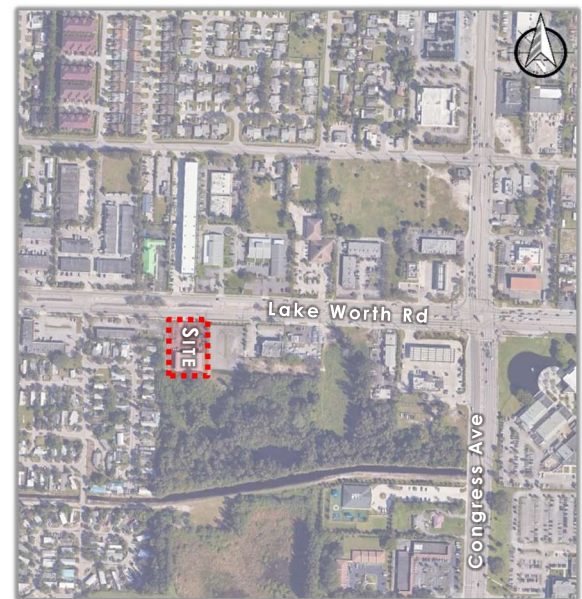


Figure 1 : Project Location

According to provisions in Article 12 of the PBC ULDC – Section 3.B, a project shall be eligible for a 100-percent credit against Project Traffic if the Previously Captured non-residential Project has received CO for interior tenant improvements for at least 80 percent of the gross leasable area for more than five years. Exhibit 4 includes a 2019 aerial of the subject site. As shown in Exhibit 4, the 7,028 SF building shown in the proposed site plan has been built for more than five years. Therefore, for traffic concurrency purposes, 3230 Lake Worth Rd qualifies for 100% Project Traffic credit.

Project trip generation rates used for this analysis were based on *PBC Trip Generation Rates* dated July 25, 2022. Exhibit 5 includes a copy of the PBC trip generation rates. Table 1 shows the rates used in order to determine the trip generation for Daily, AM, and PM peak hour conditions while Table 2 summarizes the net Daily, AM, and PM peak trips potentially generated by the existing and proposed development. According to Table 2, the proposed changes to the 3230 Lake Worth Rd building will not generate additional trips.

Table 1: Trip Generation Rates

Land Use	ITE Code	Daily Trip Gen.	Pass-By %	AM Peak Hour			PM Peak Hour		
				In	Out	Total	In	Out	Total
Medical Office (Stand-Alone)	720	T=42.97(X)-108.01	10%	79%	21%	3.10	30%	70%	3.93

Table 2: Trip Generation

Land Use	Intensity	Daily Traffic	AM Peak Hour			PM Peak Hour		
			In	Out	Total	In	Out	Total
EXISTING / VESTED TRAFFIC								
Medical Office	7,028 SF	302	17	5	22	8	20	28
Σ		302	17	5	22	8	20	28
PASS-BY								
Medical Office	10.0%	30	2	0	2	1	2	3
Σ		(30)	(2)	(0)	(2)	(1)	(2)	(3)
Net Vested Traffic		272	15	5	20	7	18	25
PROPOSED TRAFFIC								
Medical Office	7,028 SF ¹	302	17	5	22	8	20	28
Σ		302	17	5	22	8	20	28
PASS-BY								
Medical Office	10.0%	30	2	0	2	1	2	3
Σ		(30)	(2)	(0)	(2)	(1)	(2)	(3)
Net Proposed Traffic		272	15	5	20	7	18	25
Net Traffic		-	-	-	-	-	-	-

Based on the *PBC – TPS* and the *Land Development Design Standards Manual*, a left-turn lane is required at each driveway where inbound peak hour left-turning traffic is equal to or greater than 30 vehicles. A right-turn lane is required at each driveway where street Average Daily Traffic (ADT) volumes exceed 10,000 vehicles per day, and driveway daily volume is greater than 1,000 trips, with inbound peak hour right-turning traffic being at least 75 vehicles. Figure 2 provides Daily, AM and PM peak hour driveway volumes for the proposed project. Based on the information presented in Figure 2, *PBC - TPS*, and the *Land Development Design Standards Manual*, additional turn lanes are not warranted at the project driveway.

¹ =4,828 SF (Medical Office) + 2,200 SF (Prescribed Pediatric Extended Care Center)

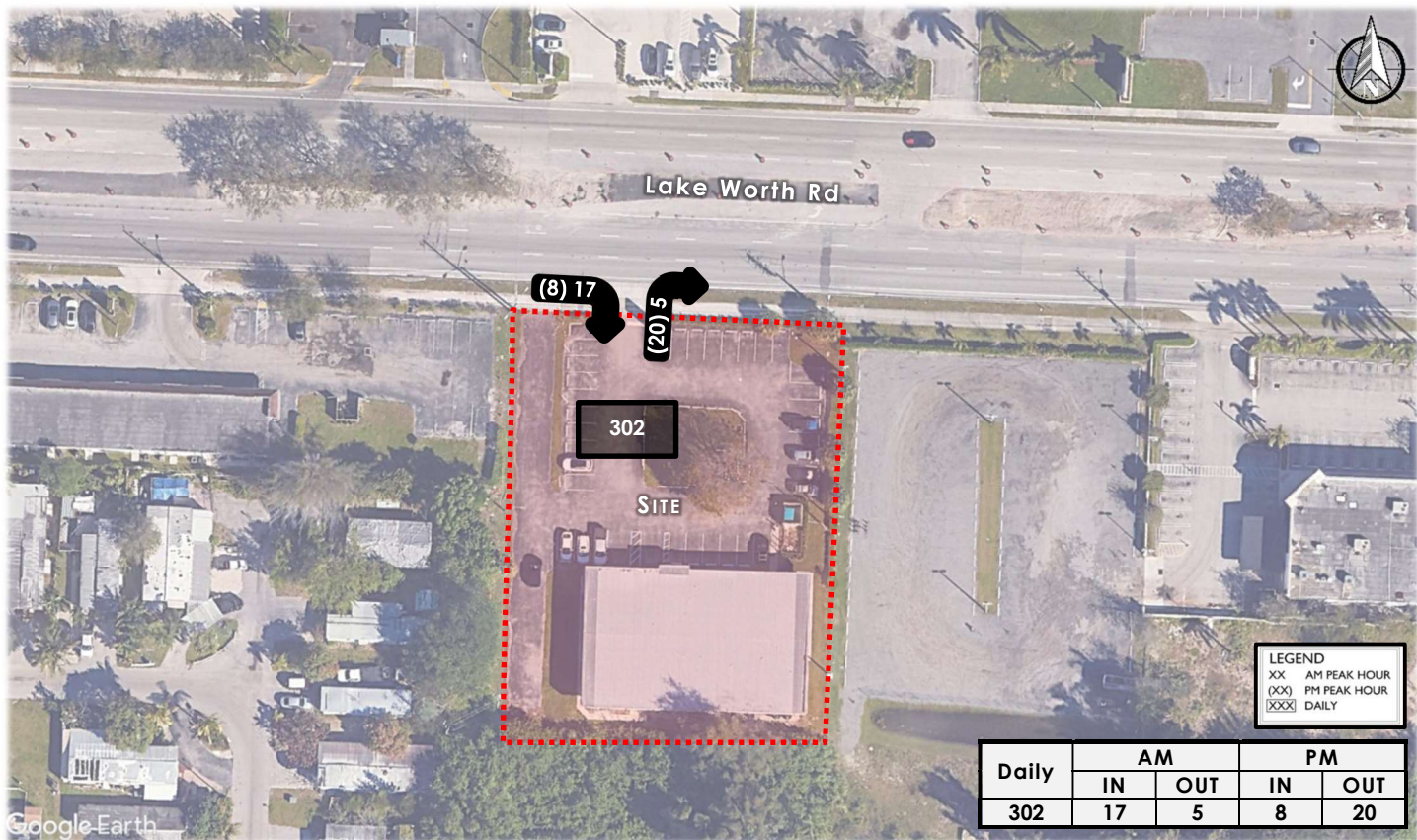
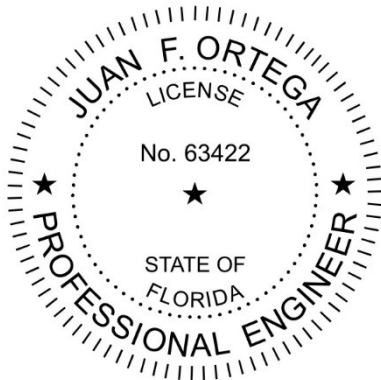


Figure 2: Project Driveway Volumes

The proposed changes to the 3230 Lake Worth Rd property have been evaluated following *PBC TPS - Article 12 of the PBC ULDC*. This analysis shows that the proposed request to allow interior renovations on $\pm 2,200$ SF of the existing Medical Office building to accommodate a Special Exception Use (Prescribed Pediatric Extended Care) will not generate additional trips. Therefore, the proposed development will be in compliance with *PBC TPS - Article 12 of the PBC ULDC*. Project build-out for the interior improvements is expected in the year 2025.

Sincerely,

JFO GROUP INC
COA Number 32276



Enclosures: Exhibit 1: Property Appraiser Information
Exhibit 2: Survey
Exhibit 3: Site Plan
Exhibit 4: 2019 Aerial
Exhibit 5: PBC Trip Generation Rates

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Property Detail

Location Address : 3230 LAKE WORTH RD
Municipality : PALM SPRINGS
Parcel Control Number : 70-43-44-30-01-004-0011
Subdivision : PALM BEACH FARMS CO PL 7 IN
Official Records Book/Page : 27341 / 1368
Sale Date : FEB-2015
Legal Description : PALM BEACH FARMS CO PLAT NO 7 W 150 FT OF LT A (LESS N 35 FT LAKE WORTH AVE R/W) & W 150 FT OF LT B BLK 4 & W 1/2 OF 30 FT RD R/W LYG W OF & ADJ TO

Owner Information**Owner(s)**

VISION THE EYE CTR REALTY LLC

Mailing Address

2570 NW 27TH ST
 BOCA RATON FL 33434 3654

Sales Information

Sales Date	Price	OR Book/Page	Sale Type	Owner
FEB-2015	\$800,000	27341 / 01368	WARRANTY DEED	VISION THE EYE CTR REALTY LLC
AUG-1998	\$100	10668 / 01039	WARRANTY DEED	BS # 1
AUG-1989	\$52,500	06414 / 00783	QUIT CLAIM	
FEB-1988	\$100	05611 / 00268	QUIT CLAIM	
JAN-1979	\$63,000	03064 / 00098		

Exemption Information

No Exemption Information Available.

Property Information

Number of Units : 0
***Total Square Feet :** 7028
Acres : 0.8581
Property Use Code : 1900—MEDICAL OFFICE- BUILDING UP TO 4 STORIES
Zoning : CG—COMMERCIAL GENERAL (70-PALM SPRINGS)

Appraisals

Tax Year	2024	2023	2022	2021	2020
Improvement Value	\$836,599	\$848,695	\$826,303	\$673,230	\$683,034
Land Value	\$412,312	\$412,312	\$392,501	\$336,429	\$336,429
Total Market Value	\$1,248,911	\$1,261,007	\$1,218,804	\$1,009,659	\$1,019,463

Assessed and Taxable Values

Tax Year	2024	2023	2022	2021	2020
Assessed Value	\$1,248,911	\$1,221,688	\$1,110,625	\$1,009,659	\$1,019,463
Exemption Amount	\$0	\$0	\$0	\$0	\$0
Taxable Value	\$1,248,911	\$1,221,688	\$1,110,625	\$1,009,659	\$1,019,463

Taxes

Tax Year	2024	2023	2022	2021	2020
AD VALOREM	\$24,266	\$24,189	\$22,944	\$20,785	\$21,170
NON AD VALOREM	\$1,796	\$1,741	\$1,670	\$1,600	\$1,565
TOTAL TAX	\$26,062	\$25,929	\$24,615	\$22,385	\$22,735

Dorothy Jacks, CFA, AAS PALM BEACH COUNTY PROPERTY APPRAISER www.pbcapao.gov

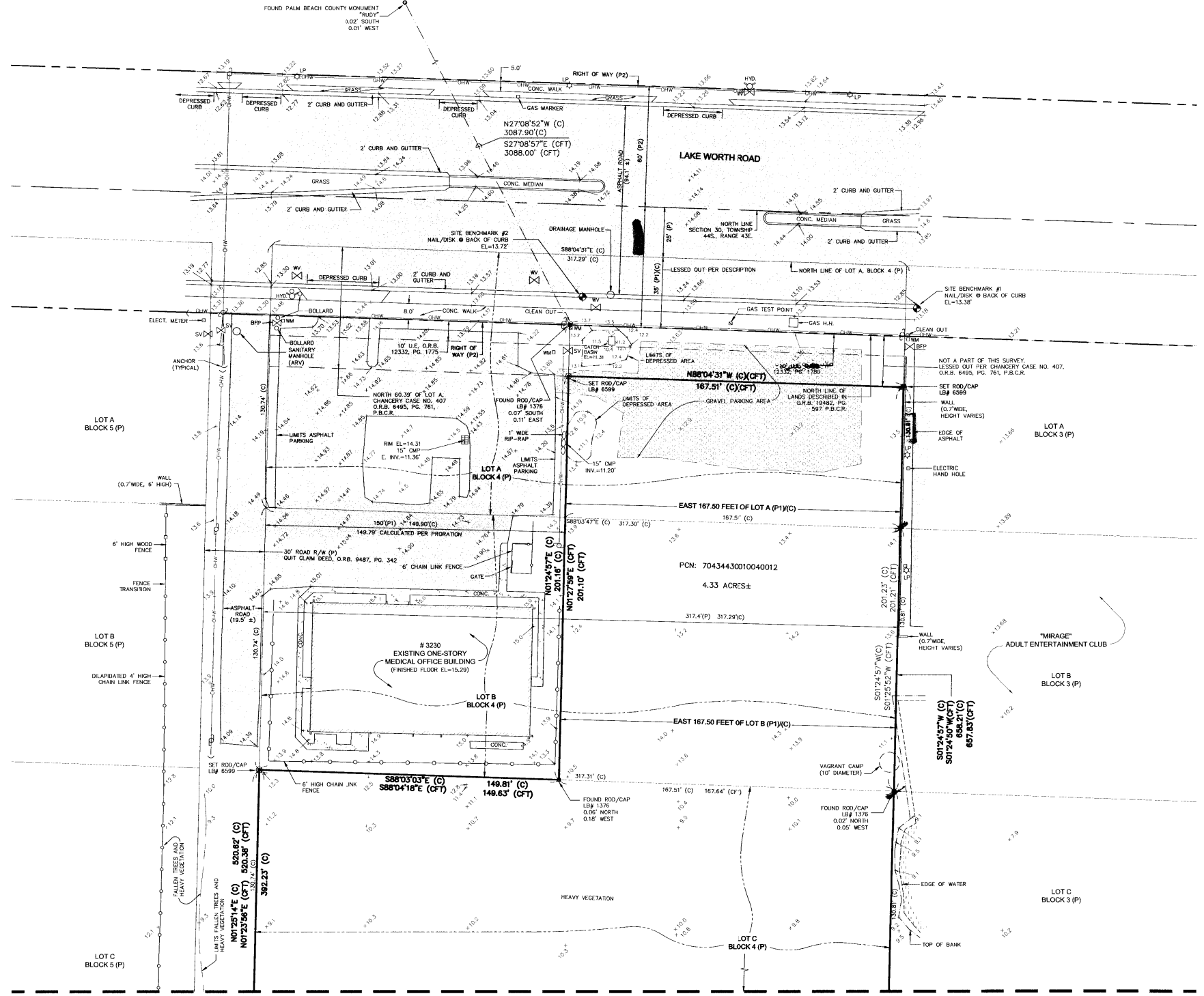
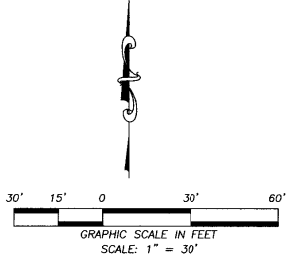
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REVISIONS	DATE	BY

03/04/08	06-047 SURV
DATE	DWG NO.
RRM	DAB
DESIGNED BY	APPROVED BY
258/72-36-41	260/12-14-16, 36-37, 40-44
260/12-14-16	1" = 30'
FIELD BOOK / PAGE	SCALE

BOUNDARY/TOPOGRAPHIC SURVEY
A PORTION OF
THE PALM BEACH FARMS CO. PLAT NO. 7
SECTION 30, TOWNSHIP 44S, RANGE 43E
For Dr. ROBERT BURGER

DENNIS J. LEAVY & ASSOCIATES, INC.
PROFESSIONAL SURVEYORS & MAPPERS
480 BUSINESS PARKWAY, SUITE 5, ROYAL PALM BEACH, FL 33411
PHONE: (561) 755-0680 / FAX: (561) 755-0260
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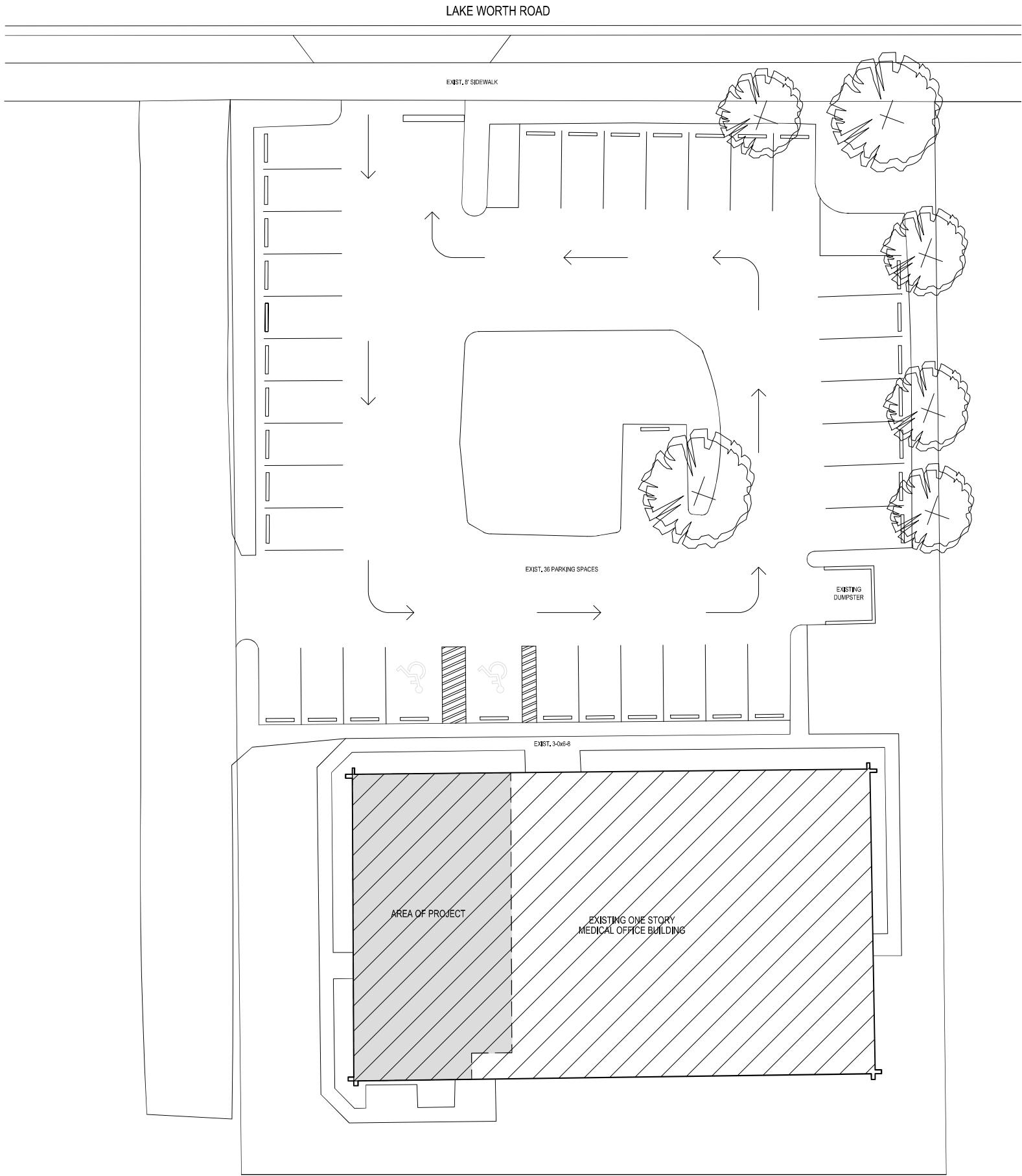


MATCHLINE "A" (SEE SHEET 3)

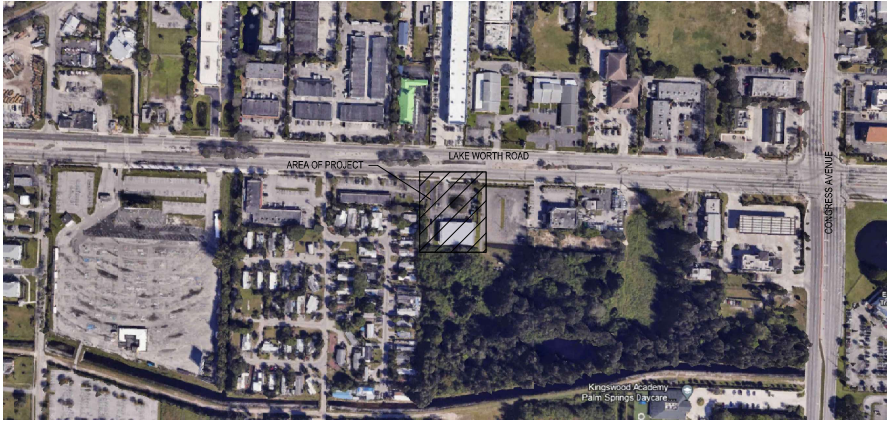
LEGEND:

- | | | | |
|-------|--|----------|------------------------------------|
| (C) | = CALCULATED | PB | = PLAT BOOK |
| CH | = CHORD | P.B.C. | = PALM BEACH COUNTY |
| (C) | = CENTERLINE | P.B.C.R. | = PALM BEACH COUNTY RECORDS |
| (CFT) | = CALCULATED FROM FIELD TRAVERSE | P.C.P. | = PERMANENT CONTROL POINT |
| CONC | = CONCRETE | P.K. | = PARKER KALON |
| FND | = FOUND | PLS | = PROFESSIONAL LAND SURVEYOR |
| ID | = IDENTIFICATION | PSM | = PROFESSIONAL SURVEYOR & MAPPER |
| I.R. | = IRON ROD | R.P.B. | = ROAD PLAT BOOK |
| LB | = LICENSED BUSINESS | O | = FOUND MONUMENT |
| N/D | = NAIL & DISC | X 00.00' | = HARD SURFACE ELEVATION (NGVD 29) |
| OHW | = OVERHEAD WIRE | X 00.0' | = GROUND ELEVATION (NGVD 29) |
| H.H. | = HAND HOLE | SV | = SANITARY VALVE |
| ORB | = OFFICIAL RECORD BOOK | WV | = WATER VALVE |
| U.E. | = UTILITY EASEMENT | WV | = WATER VALVE |
| (P1) | = PER DESCRIPTION | WV | = WATER VALVE |
| (P) | = PER THE PLAT OF THE PALM BEACH FARMS CO. PLAT NO. 7 OF SEC. 30 T.44S., R.43E., PALM BEACH COUNTY, FLORIDA, (P.B. 5, PG. 72, P.B.C.R.) | WV | = WATER VALVE |
| (P2) | = PER PALM BEACH COUNTY, FLORIDA ENGINEERING DEPARTMENT, RIGHT OF WAY MAP, STATE ROAD NO. S-802, SECTION 30, TOWNSHIP 44S, RANGE 43E, ROAD PLAT BOOK 5 PAGES 120-126, P.B.C.R. | WV | = WATER VALVE |
| (P3) | = PER STATE OF FLORIDA STATE ROAD DEPARTMENT, RIGHT OF WAY MAP, ROAD NO. S-802, SECTION 30, TOWNSHIP 44S, RANGE 43E, ROAD PLAT BOOK 5 PAGES 120-126, P.B.C.R. | WV | = WATER VALVE |

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SITE PLAN
SCALE: 3/32"=1'-0"



LOCATION MAP
SCALE: N.T.S.



NEW LINE DRAFTING & DESIGN
117 KELLER DR.
PALM SPRINGS, FLORIDA
(561) 723-4398

REVISIONS:		
No.	DATE	COMMENTS
1	04-20-24	BUILDING DEPT. REQ.
2	06-19-24	BUILDING DEPT. REQ.

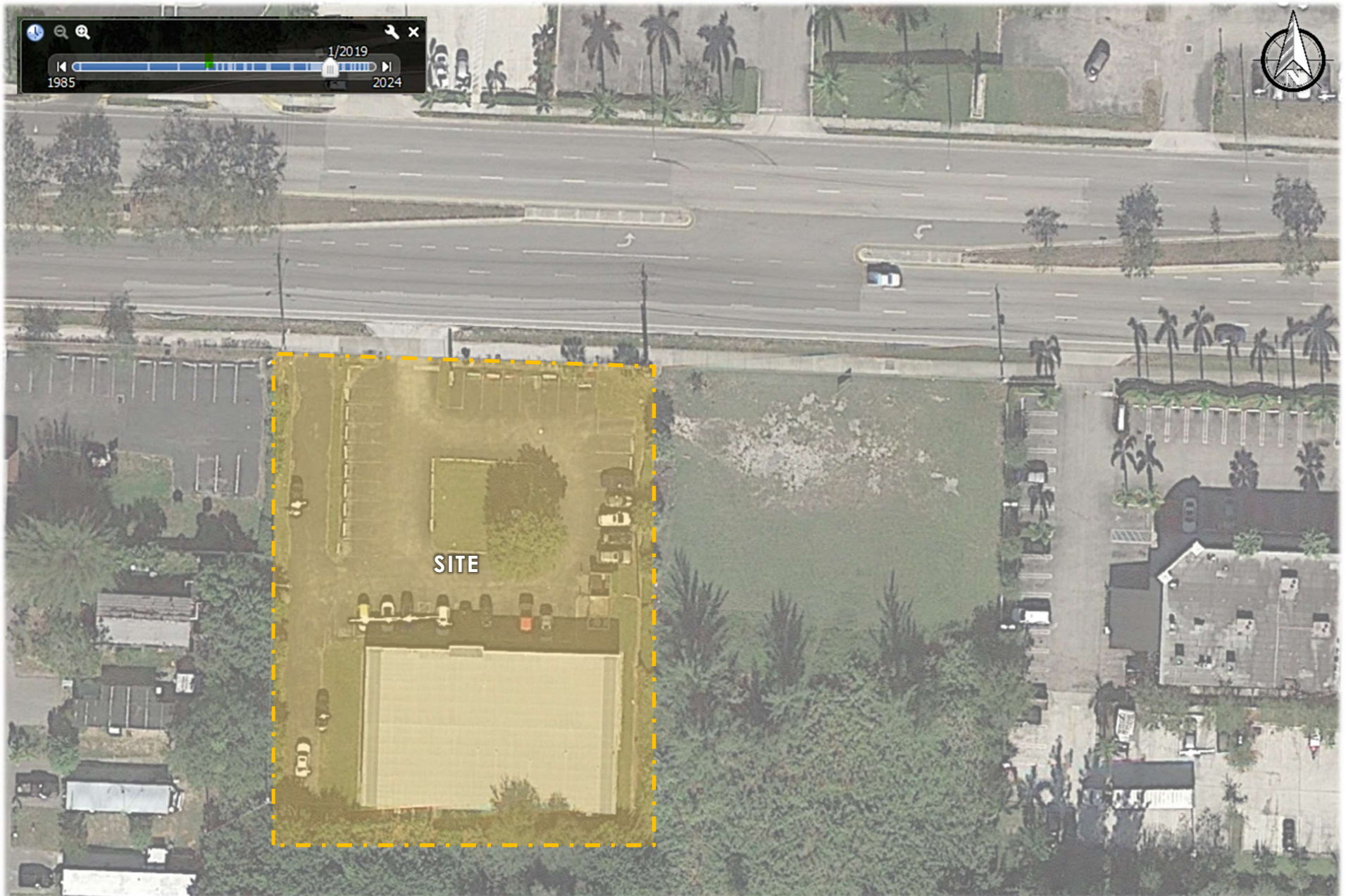
EXISTING FLOOR PLAN FOR:
BIG HOPE PPEC, INC.
3230 LAKE WORTH RD. SUITE C
PALM SPRINGS, FLORIDA. 33461

Job Number: A01062401
Drawn By: E. GONZALEZ
Date: JANUARY, 2024

Sheet Number
SP-1.0

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2019 AERIAL



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Palm Beach County Trip Generation Rates

(Must be used with traffic studies submitted to the County on or after 9/1/2022. However, immediate use is highly recommended)

Gr	Landuse	ITE Code	Unit	Daily Rate/Equation	Pass-By %	AM Peak Hour		PM Peak Hour	
						In/Out	Rate/Equation	In/Out	Rate/Equation
Industrial	General Light Industrial	110	1000 S.F.	4.87	10%	88/12	0.74	14/86	0.65
	Manufacturing	140	1000 S.F.	4.75	10%	76/24	0.68	31/69	0.74
	Warehouse	150	1000 S.F.	1.71	10%	77/23	0.17	28/72	0.18
	Mini-Warehouse/SS	151	1000 S.F.	1.45	10%	59/41	0.09	47/53	0.15
	HCF Center Warehouse - Non Sort	155	1000 S.F.	1.81	10%	81/19	0.15	39/61	0.16
Residential	Single Family Detached	210	Dwelling Unit	10	0%	26/74	0.7	63/37	0.94
	Multifamily Low-Rise Housing upto 3 story (Apartment/Condo/TH)	220	Dwelling Unit	6.74	0%	24/76	0.4	63/37	0.51
	Multifamily Mid-Rise Housing 4-10 story (Apartment/Condo/TH)	221	Dwelling Unit	4.54	0%	23/77	0.37	61/39	0.39
	55+ SF Detached	251	Dwelling Unit	4.31	0%	33/67	0.24	61/39	0.30
	55+ SF Attached	252	Dwelling Unit	3.24	0%	34/66	0.2	56/44	0.25
	Congregate Care Facility	253	Dwelling Unit	2.21	0%	58/42	0.08	49/51	0.18
	Assisted Living Facility	254	Beds	2.6	0%	60/40	0.18	39/61	0.24
Ldg	Hotel	310	Rooms	7.99	10%	56/44	0.46	51/49	0.59
Rec	Golf Course	430	Holes	30.38	5%	79/21	1.76	53/47	2.91
	Health/Fitness Club	492	1000 S.F.	32.93	5%	51/49	1.31	57/43	3.45
Institutional	Elementary School	520	Students	2.27	0%	54/46	0.74	46/54	0.16
	Middle/Junior School	522	Students	2.1	0%	54/46	0.67	48/52	0.15
	High School	525	Students	1.94	0%	68/32	0.52	48/52	0.14
	Private School (K-8)	530	Students	3.17 ^a	0%	56/44	1.01	46/54	0.26
	Private School (K-12)	532	Students	2.48	0%	63/37	0.79	43/57	0.17
	Church/Synagogue ^b	560	1000 S.F.	7.6	5%	62/38	0.32	44/56	0.49
	Day Care	565	Students	4.09	50%	53/47	0.78	47/53	0.79
	Library	590	1000 S.F.	72.05	10%	71/29	1	48/52	8.16
Med	Hospital	610	1000 S.F.	10.77	10%	67/33	0.82	35/65	0.86
	Nursing Home	620	Beds	3.06	10%	72/28	0.14	33/67	0.14
Office	General Office (10k-250k SF GFA) ^h	710	1000 S.F.	10.84	10%	88/12	1.52	17/83	1.44
	General Office (>250k SF GFA) ^h	710	1000 S.F.	$\ln(T) = 0.87 \ln(X) + 3.05$	10%	88/12	$\ln(T) = 0.86 \ln(X) + 1.16$	17/83	1.44
	Small Office Building (<=10k SF GFA)	712	1000 S.F.	14.39	10%	82/18	1.67	34/66	2.16
	Medical Office (Stand-Alone)	720	1000 S.F.	$T=42.97(X)-108.01$	10%	79/21	3.10	30/70	3.93
	Medical Office (Near Hospital)	720	1000 S.F.	31.86	10%	81/19	2.68	25/75	2.84
	Government Office	730	1000 S.F.	22.59	10%	75/25	3.34	25/75	1.71

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**Department of Engineering
and Public Works**

P.O. Box 21229

West Palm Beach, FL 33416-1229

(561) 684-4000

FAX: (561) 684-4050

www.pbcgov.com



**Palm Beach County
Board of County
Commissioners**

Maria Sachs, Mayor

Maria G. Marino, Vice Mayor

Gregg K. Weiss

Michael A. Barnett

Marci Woodward

Sara Baxter

Mack Bernard

County Administrator

Verdenia C. Baker

*"An Equal Opportunity
Affirmative Action Employer"*



printed on sustainable
and recycled paper

September 24, 2024

Juan F. Ortega, Ph.D., P.E.
JFO Group, Inc.,
6671 W Indiantown Rd, Suite 50-324
Jupiter, FL 33458

**RE: Big Hope PPEC
Project #: 240906
Traffic Performance Standards (TPS) Review**

Dear Dr. Ortega:

The Palm Beach County Traffic Division has reviewed the above referenced project Traffic Impact Statement, dated September 3, 2024, pursuant to the Traffic Performance Standards in Article 12 of the Palm Beach County (PBC) Unified Land Development Code (ULDC). The project is summarized as follows:

Municipality:	Village of Palm Springs
Location:	3230 Lake Worth Road – South of Lake Worth Road, ± 0.25 miles west of Congress Avenue
PCN:	70-43-44-30-01-004-0011
Access:	Right in/Right out on Lake Worth Road <u>(As used in the study and is NOT necessarily an approval by the County through this TPS letter)</u>
Existing Uses:	7,028 SF of Medical Office
Proposed Uses:	Interior renovations to convert 2,200 SF of existing building to Prescribed Pediatric Extended Care (PPEC) facility
Total Daily Trips:	0
Total Peak Hour Trips:	0
Build-out:	December 31, 2025

The partial conversion of the existing medical office space to a similar use is not expected to generate any additional trips, and therefore, meets Palm Beach County TPS.

Please note the receipt of a TPS approval letter does not constitute the review and issuance of a Palm Beach County Right-of-Way (R/W) Construction Permit nor does it eliminate any requirements that may be deemed as site related. For work within Palm Beach County R/W, a detailed review of the project will be provided upon submittal for an R/W permit application. The project is required to comply with all Palm Beach County standards and may include R/W dedication.

No building permits are to be issued by the Village after the build-out date specified above. The County traffic concurrency approval is subject to the Project Aggregation Rules set forth in the Traffic Performance Standards Ordinance.

The approval letter shall be valid no longer than one year from date of issuance, unless an application for a Site Specific Development Order has been approved, an application for a Site Specific Development Order has been submitted, or the approval letter has been superseded by another approval letter for the same property.



Juan F. Ortega, Ph.D., P.E.
September 24, 2024
Page 2

If you have any questions regarding this determination, please contact me at 561-478-5755 or email MRahman@pbc.gov.

Sincerely,

A handwritten signature in black ink that reads "Rahman".

Moshiur Rahman, Ph.D., E.I.
Professional Engineer
Engineering and Public Works Dept.
Traffic Division

MR:QB:jb

cc: Addressee

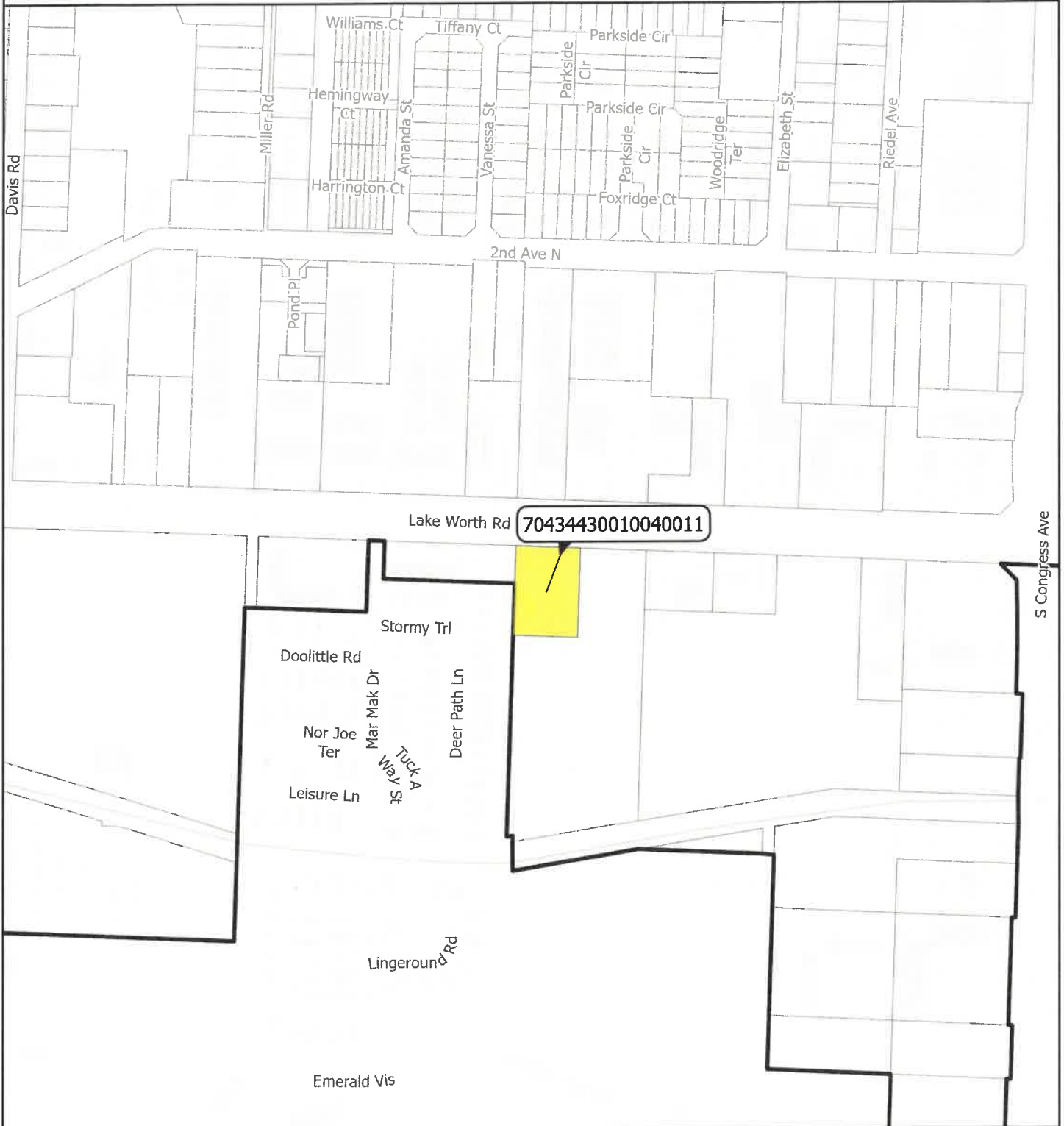
Iramis Cabrera, Interim PZ&B Director, Village of Palm Springs
Quazi Bari, P.E., PTOE, Manager - Growth Management, Traffic Division
Alberto Lopez Tagle, Technical Assistant III, Traffic Division

File: General - TPS - Mun - Traffic Study Review
F:\TRAFFIC\HAMUNICIPALITIES\APPROVALS\2024\240906 BIG HOPE PPEC.DOCX



VILLAGE OF PALM SPRINGS

Big Hope
3230 Lake Worth Road



Legend

Village Boundary

3230 Lake Worth Road

Parcels

Date: 10/22/2024

When Printed on 8 1/2" x 11"

1 inch equals 400 feet

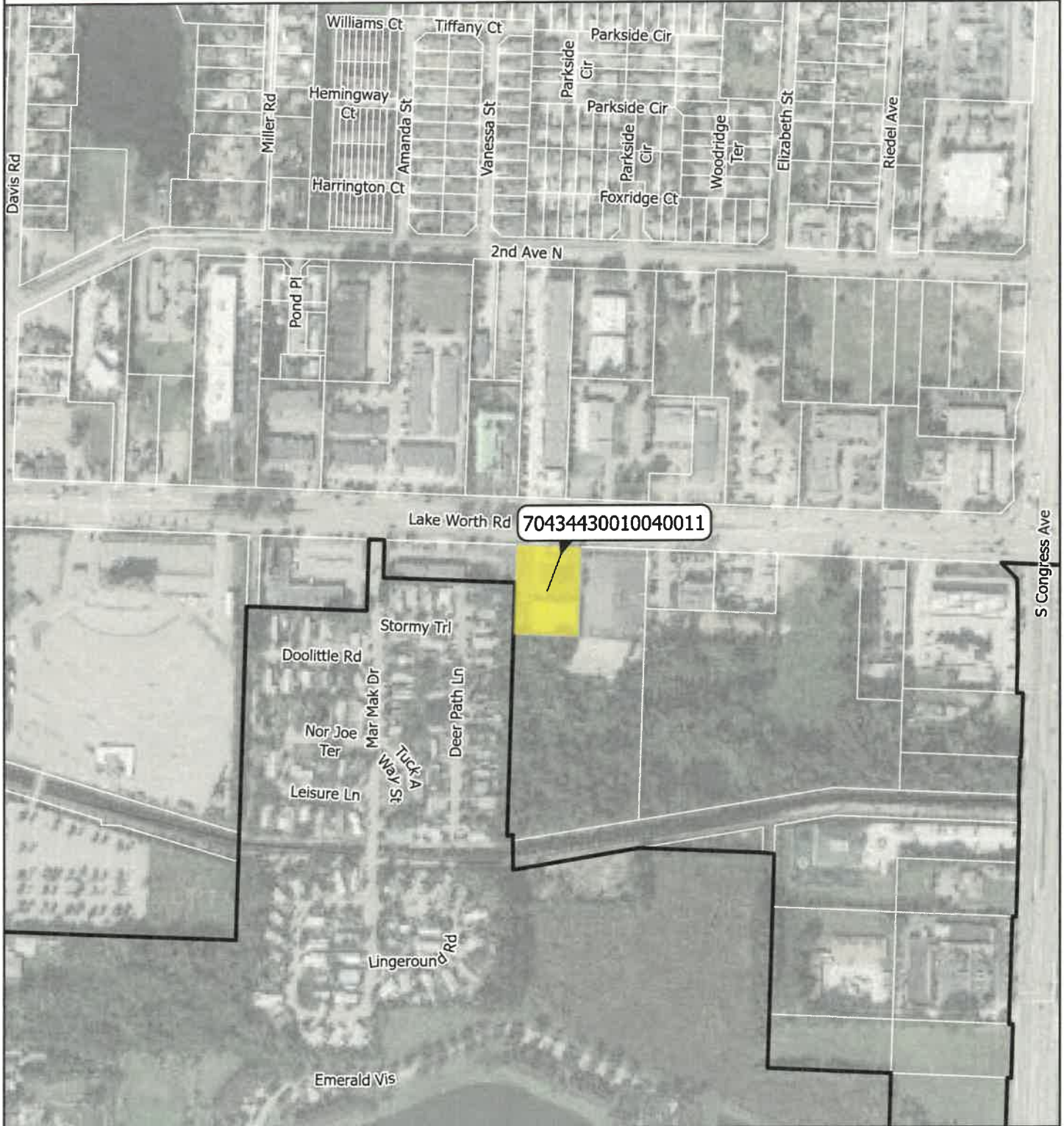
0 250 500 Feet

Florida Technical Consultants



VILLAGE OF PALM SPRINGS

Big Hope
3230 Lake Worth Road



Legend

Village Boundary

3230 Lake Worth Road

Parcels

Date: 10/22/2024

When Printed on 8 1/2" x 11"

1 inch equals 400 feet

0 250 500 Feet

Florida Technical Consultants



Village of Palm Springs

Executive Brief

AGENDA DATE: December 12, 2024

DEPARTMENT: Planning, Zoning & Building

ITEM #17: Abandonment of a Portion of Reo Lane Right-of-Way

SUMMARY: San Jose Palm Springs is requesting the abandonment of a portion of Reo Lane right-of-way to facilitate the development of the property with the construction of twenty-four (24) residential dwelling units on an assemblage of three vacant parcels located on the west-south end of Reo Lane. The site area currently features vacant residential land.

Note: The applicant requests site development plan approval, subject to a separate agenda item.

The subject right-of-way proposed for abandonment is generally south of Park Lane, east of Kirk Road, and on the west side of Reo Lane. The abandonment area is approximately 200 square feet (0.004 acres) in size and is a portion of improved right-of-way dedicated to the Village of Palm Springs on the plat of Hardman's Subdivision, as recorded in Plat Book 107, page 170 of the Palm Beach County Records (recorded on April 21, 2006).

The Village Staff has obtained written confirmation from the utility companies and Public Work Department that they do not object to the abandonment.

The Planning & Zoning Board considered the proposed abandonment during their meeting on November 12, 2024, and recommended approval.

FISCAL IMPACT:

The abandonment of 200 square feet will facilitate the development of the property, thereby increasing the value of the property.

ATTACHMENTS:

1. Proposed Resolution No 2024-70 - Abandonment of Right-of-Way
2. Abandonment Sketch and Legal Description
3. San Jose Palm Springs Justification Statement
4. Transmittal and No Objection Letters
5. Site Plan Proposed

RESOLUTION NO. 2024-70

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ABANDONING A PORTION OF REO LANE RIGHT-OF-WAY TO FACILITATE THE DEVELOPMENT OF THE PROPERTY WITH THE CONSTRUCTION OF 24 RESIDENTIAL DWELLING UNITS ON AN ASSEMBLAGE OF THREE (3) VACANT PARCELS LOCATED ON THE WEST-SOUTH END OF REO LANE; AND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS, PROVIDING FOR RECORDATION OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, San Jose Palm Springs is requesting the abandonment of a portion of Reo Lane right-of-way to facilitate the development of the property with the construction of twenty-four (24) residential dwelling units on an assemblage of three vacant parcels located on the west-south end of Reo Lane; and

WHEREAS, the subject right-of-way is generally located south of Park Lane, east of Kirk Road, and on the west side of Reo Lane. The abandonment area is approximately 200 square feet (0.004 acres) in size and is a portion of improved right-of-way dedicated to the Village of Palm Springs on the plat of Hardman's Subdivision, as recorded in Plat Book 107, page 170 of the Palm Beach County Records (recorded on April 21, 2006) and is legally described on the survey attached hereto and incorporated herein as **Exhibit "A"**; and;

WHEREAS, the Subject Right-Of-Way has never been used as a right-of-way, is not part of a state or federal highway system, and has not been acquired for state or federal highway purposes; and

WHEREAS, the Subject Right-Of-Way is within the corporate limits of the Village, and is under the control and jurisdiction of the Village; and

WHEREAS, the Planning and Zoning Board of the Village of Palm Springs, Florida has heard the request for abandonment of the road right-of-way; and

WHEREAS, the Planning and Zoning Board has made a recommendation to the Village Council that the Application be approved, as set forth in their recommendation and minutes; and

WHEREAS, the Village Council has held a public hearing on November 12, 2024, and has determined the abandonment described herein shall not materially interfere with the roadway system of the Village, and shall not materially deprive any person of a reasonable means of access or otherwise adversely affect other property owners within the Village; and.

WHEREAS, the Village Council has considered whether the Application meets the Village's regulations for the abandonment of public rights-of-way; and,

Resolution No. 2024-70 Abandonment of a R-O-W at Reo Lane

WHEREAS, the Village Council has determined that the Subject Right-Of-Way is no longer necessary or needed by the public; and,

WHEREAS, the Village Council deems it in the best interest of the public to abandon the Subject Right-Of-Way, as herein described upon the conditions herein provided.

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

Section 1. The Whereas clauses are hereby incorporated as true and correct as the findings of fact and conclusions of law of the Village Council.

Section 2. The Village Council hereby approves the abandonment of the Subject Right-Of-Way as legally described on **Exhibit "A"** which is attached hereto, and incorporated herein; however, the Village retains a utility easement over the entire area.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. Upon its complete execution by the parties, the Village Clerk shall record a certified copy of this Resolution with the Clerk of the Circuit Court.

Section 5. This Resolution shall take effect immediately upon adoption.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	☐	☐	☐
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 _____ day of DECEMBER, 2024.

VILLAGE OF PALM SPRINGS, FLORIDA

Resolution No. 2024-70 Abandonment of a R-O-W at Reo Lane

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
CHRISTY GODDEAU, VILLAGE ATTORNEY

Exhibit 'A'

LEGAL DESCRIPTION

THE SOUTH 20.46 FEET OF THE EAST 10 FEET OF THE DEDICATED 10 FOOT WIDE ADDITIONAL RIGHT OF WAY AS SHOWN ON THE PLAT OF HARDMAN'S SUBDIVISION, AS RECORDED IN PLAT BOOK 107, PAGE 170 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 18, S 88°05'54" E, A DISTANCE OF 641.63' TO A POINT ALONG THE WEST RIGHT OF WAY LINE (EXTENDED SOUTH) OF REO LANE (A 40' WIDE RIGHT OF WAY) AS RECORDED IN DEED BOOK 726, PAGE 103;

THENCE N 01°41'10" E, A DISTANCE OF 262.50' TO THE POINT OF BEGINNING, SAID POINT ALSO BEING THE SOUTH EAST CORNER OF HARDMAN'S SUBDIVISION, AS RECORDED IN PLAT BOOK 107, PAGE 170;

THENCE ALONG THE SOUTH LINE OF SAID HARDMAN'S SUBDIVISION, N 88°05'54" W, A DISTANCE OF 10.00 FEET;

THENCE ALONG THE WEST LINE OF THE 10' WIDE DEDICATED RIGHT OF WAY, N 01°41'10" E, A DISTANCE OF 20.46 FEET TO THE SOUTHEAST CORNER OF LOT 40, AS RECORDED IN SAID HARDMAN'S SUBDIVISION;

THENCE S 88°07'20" E, A DISTANCE OF 10.00 FEET TO THE WEST RIGHT OF WAY LINE OF REO LANE AS RECORDED IN DEED BOOK 726, PAGE 103;

THENCE S 01°41'10" W, ALONG SAID WEST RIGHT OF WAY LINE OF REO LANE, A DISTANCE OF 20.46 FEET TO THE POINT OF BEGINNING.

CONTAINING 204.5 SQUARE FEET,
0.005 ACRES, MORE OR LESS.

LEGEND:

O.R.B. = OFFICIAL RECORD BOOK

PG. = PAGE

P.B. = PLAT BOOK

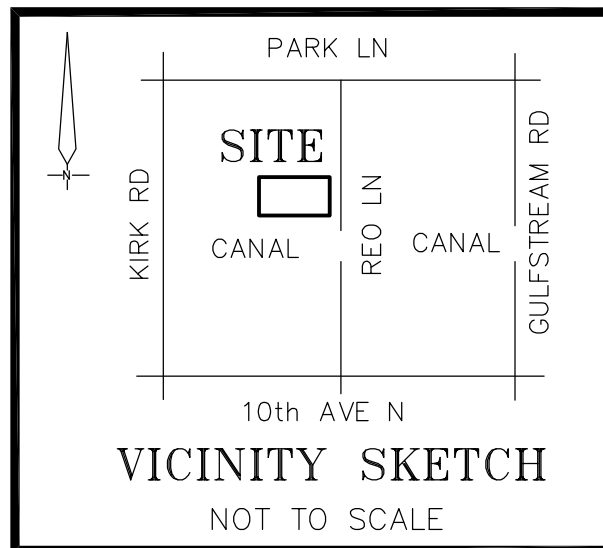
D.B. = DEED BOOK

U.E. = UTILITY EASEMENT

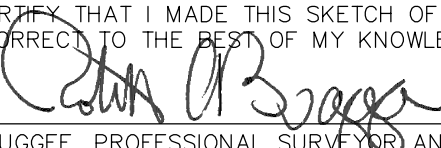
L.A.E. = LIMITED ACCESS EASEMENT



= SECTION CORNER



I HEREBY CERTIFY THAT I MADE THIS SKETCH OF DESCRIPTION AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BY  Robert A. Buggee JR. DATE: 02/22/24

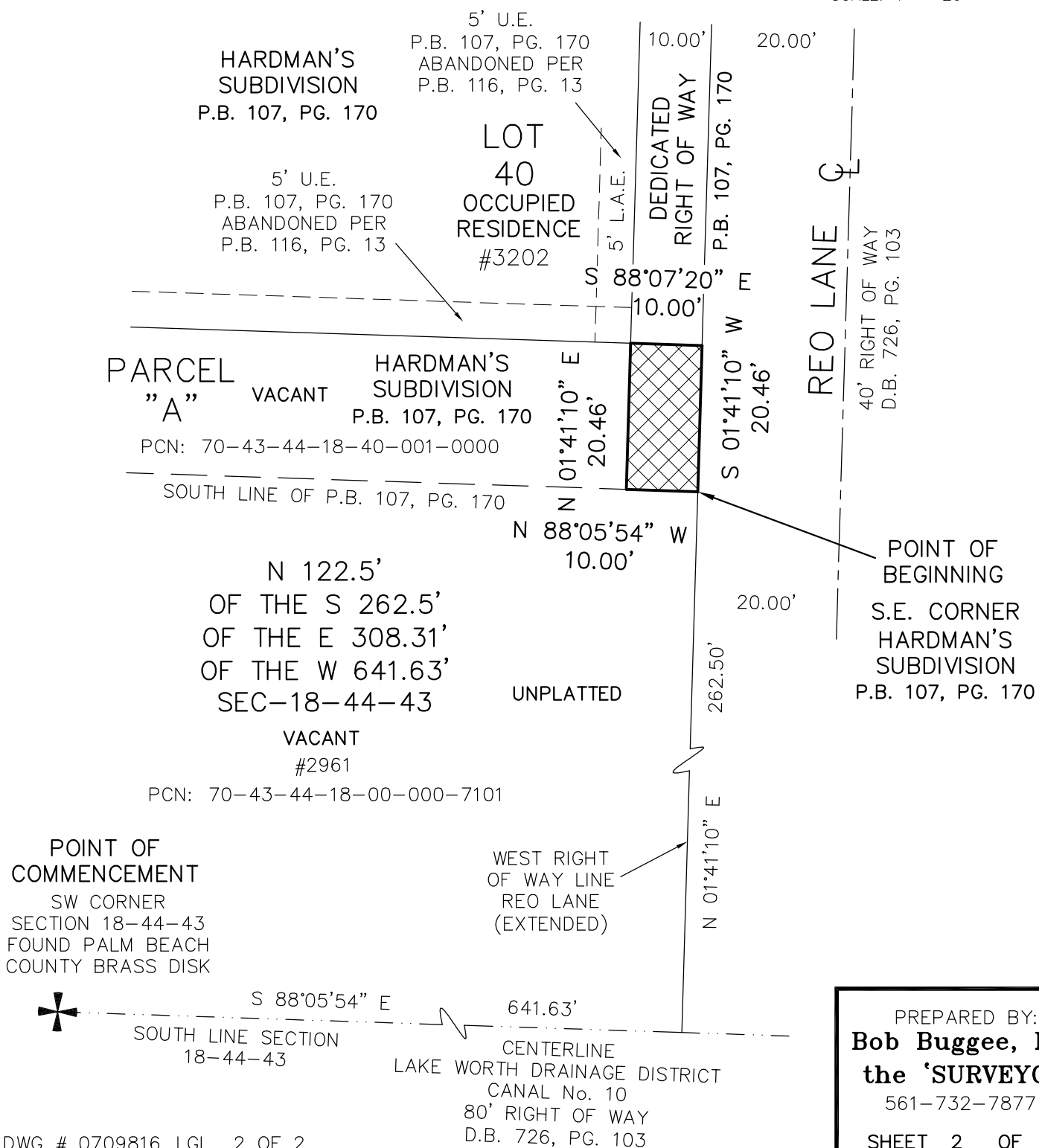
ROBERT A. BUGGEE, PROFESSIONAL SURVEYOR AND MAPPER NO. 3302, STATE OF FLORIDA
233 E. GATEWAY BLVD., BOYNTON BEACH, FLORIDA, 33435

DWG # 0709816_LGL 1 OF 2

PREPARED BY:
Bob Buggee, Inc.
the 'SURVEYOR'

561-732-7877

SHEET 1 OF 2



San Jose Palm Springs JUSTIFICATION STATEMENT

This Justification Statement is submitted as support documentation for the San Jose Palm Springs development applications in The Village of Palm Springs, FL on behalf of the property owners. San Jose Palm Springs project includes construction of twenty-four (24) residential units to be located on an assembly of vacant parcels at the south end of Reo Lane in the Village of Palm Springs, Florida.

Background/Proposal

- Parcel Control Numbers: 70-43-44-18-40-001-0000 / 70-43-44-18-40-000-7101 / 70-43-44-18-40-000-7810
- Zoning: RM (Residential Multi-Family)
- Land Use Designation: High Density Residential

The San Jose Palm Springs project will provide twenty-four (24) units of housing that will be available for rental or homeownership. The units will be 1,672 square feet with three (3) bedroom, two and a half (2.5) bath units with one (1) car garages including bicycle storage and space for solid waste and recycling, and with ample driveway parking and rear yard space enabling private spaces for each unit.

The project will have a private road extending down its length from Reo Lane, and ending in a y-shaped turn-around point. For lighting, four (4) light poles equidistant along the road, with the light pole at the end of the development being within the open space in the center of the y-shaped turn-around point in the road.

The project will also have sidewalks on both sides of the road for ease and safety when walking, as well as connectivity from unit to unit, to the common mailbox and to Reo Lane. All sidewalks and driveway paving will utilize pervious pavement, as approved by the Village, and the stormwater detention area will be on the south side of the site out-falling into the LWDD canal.

For recreation, the project is within a 10-minute walk of Foxtail Park, and a 4-minute drive or 20-minute walk of the Village of Palm Spring Park, offering ample recreational space within close proximity to the development. The project will provide perimeter landscaping for buffering and screening.

The project has proposed a front (street) setback of 14 feet to Reo Lane and a rear setback of 10 feet to the property to the immediate west, with individual units having ample setbacks for their respective front and rear yards to provide for ample parking and private outdoor spaces for each unit.

This application respectfully requests approval of the project site plan for the above-described project, as well as a request for residential planned development to include waivers to allow the

reduced front and rear yard setbacks to accommodate the townhome design facing the private road, waiver to the required lot size, and waiver to exclude onsite recreational area.

- Waiver 1 - Front Building Setback. Section 34-1064(e)1a; a reduction in the required building setback from 25 feet to 14 feet along Reo Lane.
- Waiver 2 - Rear Building Setback. Section 34-1064(e)1d; a reduction in required building setback from 20 feet to 10 feet along with west property line.
- Waiver 3 - Lot Size. Section 34-766(1); a waiver from the minimum lot area per dwelling unit to reduce from the requirement for 15,000 square foot for the first three units and 9,500 square feet per unit for each unit thereafter, to allow a minimum gross lot area of 3,120 square feet per unit.
- Waiver 4 - Recreational Area. Section 34-1064(d)3; exclusion of the required common amenity area.

Construction and operation of the San Jose Palm Springs will be an asset to the community both from a perspective of development of the vacant property and assisting the Village to recoup its' investment in the infrastructure in Reo Lane as well as providing much needed housing in the community.

Analysis

Following is the analysis of this project's compliance with the Village of Palm Springs Land Development Code for the proposed residential planned development, related waivers and RM zoning district regulations.

Section 34-1061: Purpose

The purpose of this subdivision is to permit development of projects consisting of residential, commercial or industrial, or any combination of residential, industrial and commercial uses, as permitted herein, within a single development under a unified development plan. As a permitted use in any zoning district, the intent of providing for planned development is to allow greater flexibility in design and development standards relative to specific dimensional regulations, encourage ingenuity and originality in subdivision and site design while preserving open space to serve recreational, scenic and other public service purposes, ensure compatibility of new development with the surrounding area, and facilitate the provision of mixed uses including housing types and housing cost levels within the same project.

***Response:** The purpose of the San Jose Palm Springs is consistent with Sec. 34-1061, as listed above, in that the project aims to provide residential housing in a configuration and density similar to nearby projects, and to enable fee-simple sale of townhomes. The project design includes two-story buildings, to maximize living area while allotting ample space for parking, landscaping, and other common improvements.*

Section 34-1062: Objectives of a planned development

- (a) To permit the creation of function and unique residential, commercial and mixed-use developments that do not adversely impact the village's character and "small town feel".

Response: *The San Jose Palm Springs project proposes utilization of an existing undeveloped land for multi-family housing in a manner consistent with the character of existing multifamily developments within the surrounding area. The proposed landscape buffering and screening, and scale/density of units will ensure that the project does not adversely affect the neighboring properties or the character of the Village. The development of this site will create a vibrant part of the community whereas the vacant land could be the location of undesirable activities, thus fostering and generating strong and positive relationships within the community.*

- (b) To promote building siting that takes into consideration the context of the development, the location of nearby uses, and the new development's compatibility with existing neighborhoods.

Response: *The surrounding developments are a mix of single and multi-family housing units. The site plan design for San Jose Palm Springs has considered those surrounding homes by providing quality and attractive well-landscaped borders and by the development of the currently vacant area at a scale, mass and density consistent with nearby properties. San Jose Palm Springs will be an improvement over the surrounding projects on Reo Lane by offering greater open space while also providing sidewalks, private outdoor spaces and ample parking. This will also be an enhancement to the community by addressing the severe shortage of housing stock while decreasing vacant land, which may otherwise foster undesirable activities.*

- (c) To enhance landscape open space and streetscapes.

Response: *The proposed landscaping plan creates a manicured streetscape along Reo Lane and along the perimeter of the development all through the utilization of large, medium and small trees, shrubs, ground covers and grass.*

- (d) To bring unique and creative solutions to new development, the following elements should be considered in the context of the specific site, project and/or use:

- a. Arrangement and spacing of buildings and open spaces;
- b. Ability to aggregate adjacent lots or parcels, and/or eliminate nonconformities;
- c. Location of access drive and sidewalks to promote circulation and access;
- d. Building coverage;
- e. Sufficient and convenient parking for uses and activities;
- f. Landscape buffers and screening mechanisms to enhance aesthetics and promote compatibility;
- g. Adequate lighting for security and pedestrian/vehicular safety; and

- h. Development of large employment centers predominately of light industrial or high technology uses in underutilized corridors. The flexibility of design should promote revitalization of the primary commercial areas and an economic stimulus through job creation to the local economy as well.

Response: *The proposed site plan arranges buildings and site improvements to minimize building coverage, while allowing for maximized interior space of each dwelling and ample open spaces for parking, storm water detention, and individual rear yard spaces for units to utilize as individual recreational areas. The proposed site plan is an aggregate of three (3) contiguous parcels, by combining which allows for utilization of the land by way of the existing zoning and use codes, and eliminating the need for further waivers than those being requested. Site lighting will be provided to ensure safety and security for the parking areas and walkways throughout the site. Landscaping buffers are included in the site plan to enhance aesthetics and promote compatibility with the surrounding dwellings.*

Section 34-1063: Performance Standards

The permitted, accessory, and special exception uses shall be those of the underlying land development district. Property development regulations and supplemental regulations shall be the same as provided for in the applicable land development district, except as modified in this subdivision or as approved for deviation through the waiver process provided for herein.

- (a) *Minimum design requirements.* Design standards can transform the image of the village. Specific design-based criteria applied throughout the community can help achieve stated objectives.

Every site-specific condition cannot be anticipated. The stated design requirements are minimum development standards established to promote consistency and quality, and need to be interpreted in light of particular site-specific circumstances or conditions.

Standards:

1. Sidewalks on both sides of a street or primary driveway, interconnected with other pedestrians and/or providing access to each building.

Response: *The sidewalk system within the San Jose Palm Springs development is to be connected to the existing sidewalk system located along Reo Lane, and the driveway/onsite parking connecting each unit, it is additionally located on both sides of the private street within and extending from the development.*

2. Consolidation of smaller parcels into a larger, unified development project.

Response: *The proposed location of the development is currently composed of three (3) smaller parcels, which are planned to be consolidated into a larger parcel, thereby allowing for a larger overall parcel and project which better fits with the purpose and intent of the development code.*

3. Consolidation of driveways to eliminate curb cuts, with reciprocal easements for access; provision of access from secondary streets and alleys.

Response: *This standard is not applicable because the proposed site plan includes one main access to Reo Lane for the private roadway connecting to each individual unit driveway.*

4. Shared parking arrangements to reduce impervious surfaces and promote efficient use of facilities.

Response: *This standard is not applicable as the adjacent parcels are developed.*

5. Provision of sufficient parking to avoid on-street parking, unless designed with on-street parking.

Response: *There is sufficient parking to provide more than the number of spaces needed to avoid on-street parking, as the requirement is 75 spaces and the site plan proposes 88 spaces, not including the single-car garage attached to each unit.*

6. Pedestrian-scale street lighting along sidewalks and pedestrian ways.

Response: *The street lighting along sidewalks will meet all of the Village requirements. This will include providing four (4) individual street lights, located equidistant down the private drive and access to each dwelling.*

7. Aggregation of open space to create common areas of sufficient size for passive/leisure activities.

Response: *The open spaces and common areas for this project will result in a cumulative 37.2% of Gross Area being open space, exceeding the required 35%. Although this application requests a waiver from the common amenity area, each unit is designed to have a private rear yard and the project is within walking distance of nearby parks.*

8. Continuity of sidewalks and pathways where disconnects occur; and provision of sidewalks to usable open spaces, recreation amenities or public facilities.

Response: *There are no disconnects in the project sidewalk and pathway system. The system connects the public sidewalk on Reo Lane with the residential units, as well as the open space. There are continuous sidewalks from the units to Foxtail Palm Park, Ponytail Palm Park, and the Village Center Complex. All within 1 mile and 10-20 minute walk.*

9. Residential setbacks that allow for a green, semi-private planting area between the sidewalk and house(s).

Response: *The landscape plan shows building setbacks and greenways between driveways, to provide for semi-private planting areas between driveways as well as in rear yards.*

10. Promote streetscape where feasible, with maintenance agreements assigning responsibility to adjacent properties.

Response: *Although there is limited ability to provide streetscaping along with private roadway, there is landscaping included between each unit driveway. In addition the buffer area along Reo Lane is heavily landscaped to create a beautiful streetscape and project entry.*

11. Create bus waiting areas for safety, for school buses or mass transit, as may be applicable.

Response: *This standard is not applicable.*

12. Building setbacks or setbacks to respect existing scale and massing of adjacent neighborhoods and promote compatibility.

Response: *There are sufficient setbacks in respect to existing scale and massing of adjacent neighborhoods. The proposed buildings have property setbacks of 10 - 20 feet, as described above, which allows for the inclusion of landscaping buffers, private rear yards, and ample parking, while maintaining a private driveway wherein all dwellings may be accessed and may have access to additional parking and green areas.*

13. Provision of original, self-confident building design, and prohibition of metal buildings.

Response: *The structures are custom-designed to this site and will be concrete block and stucco shell with no metal buildings proposed.*

14. Buffers between differing uses to include masonry wall and landscaping to promote compatibility.

Response: *The neighboring residential uses are of a similar density and although ample landscape buffers are provided, a masonry wall will not be included. None of the neighboring properties are of differing use.*

15. Adequate vehicular circulation, traffic maintenance and/or operational measures that does not negatively impact existing roadway conditions, including avoidance of dead-end streets and t-style turnarounds.

Response: *The San Jose Palm Springs project provides adequate vehicular circulation enabling access to each of the proposed townhouse units, and the traffic study prepared*

by PTC Consulting states that the project will have insignificant impact on the adjacent roadway system. The project site is located at the end of Reo Lane and there is no ability to interconnect with adjacent properties so the dead-end private roadway is unavoidable.

(b) Development standards.

- (1) Planned developments shall meet all applicable regulations and requirements set forth in this article, and others set forth in the code including, but not limited to, division 9 development standards, section 62-42 Location and Screening of Commercial Containers, article III Landscaping, and division 8 Off-Street Parking and Loading, unless granted a waiver per section 34-1063(c).
- (2) In the layout and design of the proposed planned development, the applicant shall consider, and the land development board and village council shall review for, the provision of adequate light and air, traffic circulation, drainage patterns, pedestrian safety, emergency vehicle access and all other provisions normally provided for by the area and dimension regulations.

Response: *The proposed townhome project is in compliance with the development standards as laid out in the above section, providing for adequate lighting air, traffic circulation, drainage patterns, pedestrian safety, emergency vehicle access, and considerations to neighbors as previously listed. The following section describes the waivers requested and provides written justification for each.*

(c) Waivers.

- (1) The use of innovative and creative techniques and concepts may require one or more waivers from the strict interpretation of the Village Land Development Code and applicable code provisions related to lot size, frontages, setbacks, lot coverage, parking design standards, and other requirements, may be granted for good cause shown and shall be demonstrated to be in harmony with the purpose objectives and performance standards of the subdivision. Waivers may not be requested from density intensity and open space (excluding common amenity areas) limitations.
- (2) Waivers may be granted by the village council, following advisory recommendations by the land development board. All requests for waivers shall be identified on the site plan and shall accompany an application for site plan approval of a planned development.

Response: *The San Jose Palm Springs project requests four (4) waivers, as follows:*

- **Waiver 1 – Front Yard Setback.** *Section 34-1064(e)1a requires a minimum front setback of 25' which would be measured from Reo Lane.*

The San Jose Palm Springs project is requesting a front setback of 14', as defined by Section 1-2 of the Village Code and as specified in Section 34-1064(e)1a as 25'. Per Section 1-2 Setbacks shall be measured perpendicular to and parallel with

property or right-of-way lines. As noted on the site plan, the front setback is 14' on average, therefore a variance of 11' is being requested.

The proposed design includes a private road accessing each unit, with each unit facing that private road. This orientation causes the Reo Lane frontage (front yard) to become the side yard for the proposed units with the front yards along the interior street.

- Waiver 2 – Rear Yard Setback. Section 34-1064(e)1d requires a minimum rear setback of 20' which would be measured from the west property line abutting another multifamily residential complex in the county.

The San Jose Palm Springs project is requesting a rear setback of 10', as defined by Section 1-2 of the Village Code and as specified in Section 34-1064(e)1d as 20'. Per Section 1-2 Setbacks shall be measured perpendicular to and parallel with property or right-of-way lines. As noted on the site plan, the rear setback is 10' on average, therefore a variance of 10' is being requested.

The proposed design includes a private road accessing each unit, with each unit facing that private road. This orientation causes the west property line (rear yard) to become the side yard for the proposed units with the front yards along the interior street.

- Waiver 3 – Lot size. The Future Land Use Map designates this site as High Density Residential with an allowable density range of 10.01 to 19.00 units per acre. The zoning map designates this property as RM, Residential Multiple-Family, and section 34-761 allows a gross density not to exceed 19.0 units per acre for multiple-family developments. However, contrary to section 34-761, Section 34-766(1) requires a minimum of 15,000 square feet for three dwelling units and for each additional unit thereafter 9,500 square feet of lot area shall be required, and utilizing this calculation the subject site is limited to a total of 9 units at a density of 5.2 units per acre, which is less than the allowable density of 5.8 units per acre for single-family in Section 34-741. This waiver requests a gross lot area of 3,120 square feet per unit.
- Waiver 4 - Recreational area. Section 34-1064(d)3 requires the inclusion of a shared recreational area for planned developments, with the total area being a minimum 20 percent of the required total 35 percent open space. While the proposed design includes 37.2 total percent of open space, no recreational space is proposed.

As a townhome project the units will be available for sale to individual owners, and the design proposes waiver of the recreation area requirement and to allow for each unit to have individual private rear yards. Additionally, as there are several

community parks in close proximity to the proposed development, such as FoxTrail Park which is less than a 10 minute walk from the development, the community would have access to both personal and shared recreational spaces with the approval of this waiver.

(3) Waivers shall be submitted in writing and shall address the following criteria:

- a. The request is in harmony with and is consistent with the purpose of intent of the Village's Comprehensive Plan and Land Development Code and that such waiver will not be injurious to the area involved or otherwise detrimental to the public health, safety, and welfare.

Waiver 1 – Front Setback: *The proposed waiver to allow a front setback of 14', granting a variance of 11' from the required 25' as defined in Section 34-1061(e)1a. Granting of this waiver allows for conformance to the High Density Residential land use designation, and as such approval of this waiver would not be injurious to the area involved or to the public health, safety, and welfare of the Village's citizens.*

Waiver 2 – Rear Setback: *The proposed waiver to allow a rear setback of 10', granting a variance of 10' from the required 20' as defined in Section 34-1061(e)1d. Granting of this waiver allows for conformance to the High Density Residential land use designation, and as such approval of this waiver would not be injurious to the area involved or to the public health, safety, and welfare of the Village's citizens.*

Waiver 3 – Lot size: *This waiver is a request to reduce the required lot area per dwelling unit as provided in Section 34-766(1), and which is consistent with the High Density Residential future land use designation. In requesting this waiver, the San Jose Palm Springs project proposes approximately 13 dwelling units per acre, which would be consistent with Section 34-761 of the Village Code, and therefore the granting of this waiver would not be injurious to the area involved or the public health, safety, and welfare of the Village's citizens.*

Waiver 4 - Recreational area: *This waiver is a request to exclude the required recreational area as defined in Section 34-1064(d)3 of the code, to allow for the inclusion of individual rear yards for each unit. Additionally, as the development location is within close proximity to local recreational parks, there is ample opportunity for shared and private recreation. Therefore, approval of this waiver would not be injurious to the area involved or to the public health, safety, and welfare of the Village's citizens.*

- b. The request results from innovative design in which other minimum standards are exceeded.

Waiver 1 – Front Setback: *The proposed waiver to allow for an increased number of dwelling units designed as townhomes for sale. This is consistent with the future land use designation of High Density Residential, by allowing for an 11’ variance of the required 25’ setback. As a result of allowance for this variance, the side (interior) setbacks are shown as being no less than 20’, with the southern side setback being 29’ at the least and 36’ at the most, excluding the proposed individual rear yards.*

Waiver 2 – Rear Setback: *The proposed waiver to allow for an increased number of dwelling units designed as townhomes for sale. This is consistent with the future land use designation of High Density Residential, by allowing for an 10’ variance of the required 20’ setback. As a result of allowance for this variance, the side (interior) setbacks are shown as being no less than 20’, with the southern side setback being 29’ at the least and 35’ at the most.*

Waiver 3 – Lot size: *This waiver is a request to reduce the required lot area per dwelling unit as provided in Section 34-766(1), and which is consistent with the High Density Residential future land use designation, as detailed in Section 34-761 of the Village Code.*

Waiver 4 - Recreational Area: *This waiver is to request no common recreational area be included in the project, as the project site is within close proximity to many local community parks and recreational areas. Additionally, this waiver would allow for individual units to benefit from private recreational spaces in the form of private rear yards.*

- c. The request demonstrates that granting of the waiver will result in preservation of valuable natural resources, including drainage and recharge areas, natural areas, etc.

Waiver 1 – Front Setback: *This is an infill site, in an existing urban area that has no valuable natural resources. However, through the granting of this waiver, the open space would include an increase in landscaped areas and a 7,780 square foot stormwater detention area.*

Waiver 2 – Rear Setback: *This is an infill site, in an existing urban area that has no valuable natural resources. However, through the granting of this waiver, the open space would include an increase in landscaped areas and a 7,780 square foot stormwater detention area.*

Waiver 3 – Lot size: *This is an infill site, in an existing urban area that has no valuable natural resources. However, through the granting of this*

waiver, the open space would include an increase in landscaped areas and a 7,780 square foot stormwater detention area.

Waiver 4 - Recreational Area: *This is an infill site, in an existing urban area that has no valuable natural resources. However, through the granting of this waiver, the open space would include an increase in landscaped areas and a 7,780 square foot stormwater detention area.*

- d. The request demonstrates public benefit to be derived, including but not limited to such benefits as dedication of right of way, extensions of pedestrian linkages outside of the project boundaries, preservation of open areas and use of desirable architectural, building, and site design techniques.

Waiver 1 – Front Setback: *With the decreased front setback, larger units may be offered in addition to generous amounts of parking and individual rear yards.*

Waiver 2 – Rear Setback: *With the decreased rear setback, larger units may be offered in addition to generous amounts of parking and individual rear yards.*

Waiver 3 – Lot size: *The reduction of lot size per dwelling unit required by Section 34-766(1) would allow for the proposed configuration of units as townhomes available for rent or sale to individual owners.*

Waiver 4 - Recreational Area: *The exclusion of a common recreational area, allows for individual tranquil areas in the form of rear yards and configuration of units as townhomes available for rent or sale to individual owners. Additionally, granting of this waiver is in keeping with many of the surrounding neighborhoods, which have small yards included in their designs.*

- e. The request provides sufficient screening and buffering to screen adjacent uses from adverse impacts caused by granting of the waiver.

Waiver 1 – Front Setback: *Although a reduction in the building setback along Reo Lane, the requested waiver provides sufficient space for a substantial landscape buffer including large and medium-size trees, shrubs and groundcovers that will provide buffering along Reo Lane as well as creating an attractive streetscape. In addition, with the building heights less than 30' at their tallest the proposed landscaping will provide more than sufficient screening and buffering.*

Waiver 2 – Rear Setback: *The proposed setback enables installation of a 10’ wide buffer with large and medium-size trees, shrubs and groundcovers that will provide buffering to the multi-family residential property to the west, and with buildings less than 30’ in height, impacts on the neighboring uses will be minimal.*

Waiver 3 – Lot size: *The reduction of lot size per dwelling unit required by Section 34-766(1) will have no impact on the screening and buffering to screen adjacent properties as they are to be included within the proposed residential buildings on the property, which with the setback allowances described in waivers 1 and 2, regarding building setback to the front and rear, the screening and buffering at the sides of the property would be sufficient.*

Waiver 4 - Recreational Area: *The exclusion of a recreational area within the development allows for greater screening and buffering area, as that open space may be allocated to that purpose.*

- f. Economic issues may not be used to justify waivers.

Waiver 1 – Front Setback: *The proposed waiver is to allow for the proposed configuration of units and buildings with access on the proposed private road, and for rent or sale as townhouse units, and is not based on economic issues.*

Waiver 2 – Rear Setback: *The proposed waiver is to allow for the proposed configuration of units and buildings with access on the proposed private road, and for rent or sale as townhouse units, and is not based on economic issues.*

Waiver 3 – Lot size: *The proposed waiver is to allow for the proposed configuration of units and buildings with access on the proposed private road, and for rent or sale as townhouse units, and is not based on economic issues.*

Waiver 4 - Recreational Area: *The proposed waiver is to allow for the proposed configuration of units and buildings with access on the proposed private road, and for rent or sale as townhouse units, and is not based on economic issues.*

- g. The request is compatible with existing and potential land uses adjacent to the development site.

Waiver 1 – Front Setback: *The residential projects located directly north and northeast have similar design with reduced setbacks and is consistent with the existing development.*

Waiver 2 – Rear Setback: *The residential project located directly north of the proposed development has similar design and the project to the immediate west has additional setback from this lot line enabling the proposed project to be compatible with adjacent development.*

Waiver 3 – Lot size: *The residential projects located to the north along Reo Lane are developed in a similar pattern and orientation, and the request for lot size reduction is consistent with existing and potential uses.*

Waiver 4 - Recreational Area: *The residential projects located to the north along Reo Lane are developed in a similar pattern and orientation, and the request for waiver of common recreation area is consistent with existing and potential uses.*

- h. Waiver requests from minimum common amenity area requirements shall further demonstrate that adequate recreation area is available in the immediate vicinity of the proposed development.

Waiver 1 – Front Setback: *The waiver is not for minimum common amenity area requirements and, if approved, will serve as a means to increase functionality of open space and covered space, to maximize livable area while allowing for individual rear yards to be incorporated into the design along with, but not including, landscape buffers.*

Waiver 2 – Rear Setback: *The waiver is not for minimum common amenity area requirements and, if approved, will serve as a means to increase functionality of open space and covered space, to maximize livable area while allowing for individual rear yards to be incorporated into the design along with, but not including, landscape buffers.*

Waiver 3 – Lot size: *The reduction of lot size per dwelling unit required by Section 34-766(1) has no impact on the minimum common amenity area as the waiver serves to allow the owners to utilize the properties as zoned and intended by the Future Use designation.*

Waiver 4 - Recreational Area: *This waiver, as requested, eliminates onsite common amenity area, as there is adequate community recreational space within the surrounding community. Within a 10 minute walk of the development sits FoxTail Palm Park, which consists of approximately 2 acres of recreational area. In addition to FoxTail Palm Park, there is*

Ponytail Palm Park and the Village of Palm Springs Park, which are within a 20 minute walk of the development and which have a combined acreage greater than 20 acres dedicated to recreational activity. Christmas Palm Park is also less than 20 minute walk and provides another 0.28 acres.

- i. Waiver requests from maximum height limitations shall further demonstrate that the additional height will not adversely impact adjacent properties and appropriate setbacks are provided as building height increases.

Waiver 1 – Front Setback: *This request is not involved in building height, and is not applicable.*

Waiver 2 – Rear Setback: *This request is not involved in building height, and is not applicable.*

Waiver 3 – Lot size: *This request is not involved in building height, and is not applicable.*

Waiver 4 - Recreational Area: *This request is not involved in building height, and is not applicable.*

Section 34-1064: Residential planned developments

- (A) *Density.* Density requirements for residential planned developments, or “RPD”, shall be the same as provided for the application future land use designation and cannot be waived.

Response: *The San Jose Palm Springs project is in conformity with the High Density design on the Village of Palm Springs Future Land Use Map, which allows a density range of 10.01 to 19.00 units per acre, and the proposed density is 13.1 units per gross acre.*

- (B) *Building height.* Maximum building height for residential planned developments shall be the same as allowed in the applicable land development district, or 35 feet, whichever is higher.

Response: *The San Jose Palm Springs project consists of a maximum building height of two (2) stories, at 28’3”, being well within the 35’ maximum.*

- (C) *Minimum acreage requirement.* Residential planned developments shall be no less than three acres.

Response: *The residential planned development is necessary to enable development of the townhouse project to allow waiver to the lot size requirements, and as such this minimum size is not applicable.*

(D) *Required open space and common amenity area.*

- a. Common amenity area to all lots shall be provided as specified in this section and shall be used for parks, playgrounds or other recreational purposes.

Response: *No common amenity area is planned to be located within the development, as there are no less than three (3) public common amenity areas within a mile of the proposed development. Additionally, this allows for the space to be allocated to individual rear yards on each unit.*

- b. No more than 40 percent of the residential units within a planned development shall be issued certificates of completion/occupancy until the required common amenity area improvements have been completed in their entirety and open for use and accessible to the residents.

Response: *No common amenity area is planned to be located within the development, as there are no less than three (3) public common amenity areas within a mile of the proposed development. As such, this section is not applicable.*

- c. The minimum total open space requirement for residential planned developments shall be 35 percent of the gross land area of which 20 percent shall be common amenity area.
 - i. The village council shall have the right to determine what improvements, if any, are necessary to ensure the enjoyment, uses, safety, and general welfare of the occupants of the proposed development, and as such may require open space in excess of the percentage requirements contained herein if substantial portions of the applicant's open space is in nonusable areas or of such a nature as it is deemed by the village council as not meeting the recreational needs of the occupants of the residential planned development.
 - ii. In determining what open space and recreational improvements will be necessary, the applicant and the village council shall consider the population to be served, availability and service capabilities of existing public recreation facilities in the village, and the general physical characteristics of the residential planned development site.

Response: *No common amenity area is planned to be located within the development, as there are no less than three (3) public common amenity areas within a mile of the proposed development. As such, this section is not applicable.*

- d. The village shall require that title to the common amenity areas be placed in a form of common ownership by residents of the planned development, such as a duly constituted and legally responsible community association, cooperative or similar entity. Such instrument shall be binding upon the owner and all successors and assigns, and shall constitute a covenant running with the land.

Response: *No common amenity area is planned to be located within the development, as there are no less than three (3) public common amenity areas within a mile of the proposed development. As such, this section is not applicable.*

- e. Maintenance of common amenity areas and facilities. A program for maintenance of all common areas, including open space and recreational facilities, parking areas, utility sites, etc., shall be submitted to the village prior to issuance of a certificate of occupancy. The submission shall include formation of associations, agreements, contracts, deed restrictions, sureties or other legal instruments to guarantee the installation and continued maintenance of such common areas and facilities in draft form at time of preliminary plat approval. All legal instruments shall be recorded in the Public Records of Palm Beach County at time of final plat approval.

Response: *The project site, and all common open spaces will be owned, managed, and maintained by the San Jose Palm Springs Townhome association.*

(E) *Specific residential planned development standards.*

- a. *Setbacks.* Setbacks shall be measured from the property lines of the entire planned development.
 - i. Front (Street) – 25 feet.
 - ii. Side (Interior) – 20 feet.
 - iii. Side (Corner) – 25 feet.
 - iv. Rear – 20 feet.

Response: *Proposed setbacks surrounding the facility are shown on the site plan as being 14 feet at the front (street), no less than 20 feet at the sides, and 10 feet at the rear. Waivers, as described in above sections, are being requested for the front and rear setbacks, to aid in increasing the number of units available within the development, causing it to meet the land use designation of High Density Residential.*

- b. *Lot coverage.* All structures and their accessory buildings within the planned development shall have a maximum lot coverage of 40 percent, based on net area of individual lots.

Response: Lot coverage, based on the net area of the lot, totals in 25.2 percent, which is below the stated requirement of 40 percent within an RM zoned, high density residential parcel.

- c. *Access to off-street parking spaces.* Off-street parking spaces that serve each group of townhouses or each condominium/apartment building shall be located as close as possible to such group or building in an effort to provide direct access to the residential units.

Response: Parking located within the neighborhood is proposed to be directly in front of individual units, providing direct access to residential units.

- d. *Platting requirements.* In single-family and zero-lot line residential planned developments each dwelling unit shall be located on its own platted lot. If access for a common use of occupants of the development are shown on the plat, satisfactory arrangements shall be made for the maintenance of the common open space/common amenity areas and facilities as provided in section 34-1064(e) above. The plat shall indicate the lot lines and easements.

Response: San Jose Palm Springs units are proposed to be platted into individual lots, and a plat will be provided when required.

- e. *Ownership and encumbrance.* A certification of ownership and encumbrance, together with a written option of counsel representing the developer establishing that the developer has unified control of the concerned lands and the unrestricted right to impose all of the covenants and conditions upon the land as are contemplated by the provisions of such regulations, shall be submitted to the village attorney prior to final plat approval. Title to an individual lot or unit shall not pass until a certificate of occupancy is obtained, and no individual lot or unit shall be sold without completely constructed units thereon. A preexisting unit shall be required to meet all requirements of this section, and no preexisting unit shall be conveyed without first having obtained a certificate of occupancy and use.

Response: The San Jose Palm Springs agrees to obtain a certificate of occupancy prior to the sale and/or rental of any individual units.

- f. *Zero-lot line developments.* The minimum separation between zero lot line units shall be ten feet. The wall of the dwelling located on the lot line shall have no windows, doors, air conditioning units or any other type of openings; provided, however, that atriums or courts shall be permitted on the zero lot line side when the court or atrium is enclosed by three walls of the dwelling unit, one of which is a solid wall of the lease eight feet in height, which shall be provided on the zero

lot line. The wall shall be constructed of the same material as exterior walls of the unit.

A perpetual four-foot maintenance easement shall be provided on the lot adjacent to the zero lot line property line. The easement shall be shown on the plat and incorporated into each deed transferring title to the property. Roof overhangs may penetrate the easement on the adjacent lot a maximum of 24 inches, but the roof shall be designed so that water runoff from the dwelling placed on the lot line is limited to the easement area.

Response: *The San Jose Palm Springs project is proposed as a townhouse project and although not zero-lot line, there will be 10' building separation.*



700 US Highway One, Suite C
North Palm Beach, FL 33408
561-863-2722

December 21, 2023

Iramis Cabrera, Director
Planning, Zoning and Building
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

Re: San Jose Palm Springs Townhomes
ROW Abandonment

Dear Iramis,

This letter and the attachments are respectfully submitted for your review and processing of the subject application for the subject project. Attached are the following:

- Unified Development Application.
- Site Plan and aerial depicting area of abandonment.
- FPL No Objection Letter

Thank you for your assistance with this matter, please contact me if you have any questions. THANKS!

Sincerely,

A handwritten signature in blue ink, appearing to read 'Corey W. O'Gorman', is written over a light blue circular stamp.

Corey W. O'Gorman, AICP
President
/co
Attachments



December 15, 2023

To: Maria Clemente

To: Place Planning

Re: 2961 Reo Ln, Palm Springs

Dear Maria Clemente:

You have informed FPL that you have a project under construction at 2961 Reo Ln, Palm Springs, and have asked us for a letter stating that your project doesn't interfere with our facilities or ability to provide you with new service. Upon reviewing your plans, we have determined that your project will not interfere with FPL facilities.

The issue in the above-referenced paragraph has no bearing, however, on the issue of the safety of the workers on your project vis a vis FPL's facilities. It is imperative that you visually survey the area prior to commencing construction and determine whether the construction of any proposed structures will bring any person, tool, machinery, equipment or object closer to FPL's power lines than the OSHA-prescribed limits. If it will, you must either re-design your project to allow it to be built safely given the pre-existing power lines, or make arrangements with FPL to de-energize and ground our facilities, or relocate them at your expense.

You must do this before allowing any construction near the power lines. It is impossible for FPL to know or predict whether or not the contractors or subcontractors, and their employees, will operate or use cranes or other mobile equipment, or handle materials or tools, in dangerous proximity to such power lines during the course of construction, and, if so, when and where. Therefore, if it becomes necessary for any contractor or subcontractor, or their employees, to operate or handle cranes, draglines, mobile equipment, or any other equipment, tools or materials in such a manner that they might come closer to overhead power lines than is permitted by local, state or federal regulations, you and any such contractor or subcontractor must notify FPL in writing of such planned operation prior to the commencement thereof and make all necessary arrangements with FPL in order to carry out the work in a safe manner. **Any work in the vicinity of the electric lines should be suspended until these arrangements are finalized and implemented.**

The National Electrical Safety Code ("NESC") has certain minimum clearances that must be maintained. If you build your structure so that those clearances can not be maintained, you will be required to compensate FPL for the relocation of our facilities to comply with those clearances. As such, you should contact FPL prior to commencing construction near pre-existing overhead power lines to make sure that your proposed structure does not impinge upon the NESC clearances.

If you have any questions, please feel free to contact me at riley.devito-hurley@fpl.com.

Sincerely,

Riley DeVito-Hurley
Associate Engineer



West Palm Area / Florida Region
1401 Northpoint Park Way
West Palm Beach, FL 33407

January 3, 2024

RE: No Objection to the abandonment of a small piece of right-of-way on 2961 Reo Lane.

Please let this letter serve as notice that Comcast Cable Communications has No Objection to Abandonment of a small piece of the Right-of-Way at 2961 Reo Ln
This Abandonment would not infringe upon nor impact our facilities.

Please call 1-800-432-4770, 811 or www.callsunshine.com before you dig.
Please contact my office if you require any additional information concerning this matter.

Sincerely,
Steven F. Rosa

Steven Rosa

Construction Specialist 2
Comcast Cable Communications.
Phone: 561-815-6634
Email: steven_rosa@cable.comcast.com

Maria

From: Paul H. Ward <oward@vpsfl.org>
Sent: Thursday, February 1, 2024 4:25 PM
To: Maria
Cc: Jimmie L. Johnson
Subject: Re: Online Form Submittal: Utility Billing

Good afternoon Maria,

The Utilities Department has received your request for a letter of objection or no objection for the right-of-way on Reo Ln. We have been in contact with our Planning, Zoning, and Building Department to discuss the abandonment with them. The letter will be provided directly to the Planning, Zoning, and Building Department to be used as an attachment for the abandonment request that will appear before council.

Thank you and please let us know if we can be of any further assistance,



Paul Ward

Assistant Utilities Director
Village of Palm Springs
Phone: (561) 584-8200, 8712



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www.vpsfl.org

From: Maria <maria@placepd.com>
Sent: Thursday, February 1, 2024 2:43 PM
To: Jancy M. Bravo <jbravo@vpsfl.org>; Paul H. Ward <oward@vpsfl.org>
Subject: RE: Online Form Submittal: Utility Billing

Some people who received this message don't often get email from maria@placepd.com. [Learn why this is important](#)

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Good afternoon Jancy,

I haven't heard back from your director regarding my request. Can you please tell me who can provide me with the Letters of objection or no objection for this project?

As I stated in my previous email, We submitted an abandonment application requesting the abandonment of a portion of the Reo Lane right-of-way measuring 10 feet by approximately 20 feet. I have attached an aerial photograph and the project site plan, both showing the location of the portion of Reo Lane proposed to be abandoned. Could you please review the attached and provide us with a letter stating that the village of Palm Springs Utilities has no objections or has objections to this project?

Thanks for your help Jancy!

Maria Clemente
Office Manager/Project Assistant
Place Planning
700 US Highway One, Suite C
North Palm Beach, FL 33408
561-634-5726 cell
www.placepnd.com

From: Jancy M. Bravo <jbravo@vpsfl.org>
Sent: Wednesday, January 3, 2024 8:57 AM
To: Maria <maria@placepnd.com>
Subject: RE: Online Form Submittal: Utility Billing

Good morning,

My apologies, here is the email to the utilities assistant directors if you would like to email him directly.

pward@vpsfl.org

thank you.



Jancy Bravo
Utility Billing Manager
Village of Palm Springs
Phone: (561) 584-8200, 8481



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www.vpsfl.org

From: Maria <maria@placepnd.com>

Sent: Wednesday, December 27, 2023 3:57 PM

To: Jancy M. Bravo <jbravo@vpsfl.org>

Subject: RE: Online Form Submittal: Utility Billing

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Good afternoon Jancy,

Just checking in to see if the Utilities Director has time to go over my request with you. Please let me know when you have a moment. Thanks!

From: Jancy M. Bravo <jbravo@vpsfl.org>

Sent: Monday, December 18, 2023 2:13 PM

To: Maria <maria@placepnd.com>

Subject: RE: Online Form Submittal: Utility Billing

Good afternoon Maria,

I have the assistant utilities director looking into this.

Thank you,



Jancy Bravo

Utility Billing Manager

Village of Palm Springs

Phone: (561) 584-8200, 8481



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www.vpsfl.org

From: Maria <maria@placepnd.com>
Sent: Monday, December 18, 2023 9:11 AM
To: Jancy M. Bravo <jbravo@vpsfl.org>
Subject: RE: Online Form Submittal: Utility Billing

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Good Morning Jancy,

Thank you so much for getting back to me. We are submitting a site plan application to the village of Palm Spring, which includes the abandonment of a small piece of right-of-way on Reo Lane. I have attached an aerial photograph and the project site plan, both showing the location of the portion of Reo Lane proposed to be abandoned. Could you please review the attached and provide us with a letter stating that Utilities has no objections?

Please let me know if you have any questions!

Maria Clemente
Place Planning
700 US Highway One, Suite C
North Palm Beach, FL 33408
561-863-2722 Phone
561-634-5726 cell

From: Jancy M. Bravo <jbravo@vpsfl.org>
Sent: Friday, December 15, 2023 4:24 PM
To: Maria <maria@placepnd.com>
Subject: RE: Online Form Submittal: Utility Billing

Good afternoon Maria,

I can provide you with the letter you are requesting. Please provide me with the property address.

Thank you.



Jancy Bravo
Utility Billing Manager
Village of Palm Springs
Phone: (561) 584-8200, 8481



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www.vpsfl.org

From: noreply@civicplus.com <noreply@civicplus.com>

Sent: Friday, December 15, 2023 3:35 PM

To: Jancy M. Bravo <jbravo@vpsfl.org>; Utilities <utilities@vpsfl.org>

Subject: Online Form Submittal: Utility Billing

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and are confident the content is safe.

Utility Billing

First Name	Maria
Last Name	Clemente
Email Address	maria@placepnd.com
Phone Number	5616345726
Message:	I am submitting a site plan application to the village of Palm Spring, which includes the abandonment of a small piece of right-of-way on Reo Lane. The application required me to provide a letter of no objection from Palm Spring Utilities. Could you please tell me who I can contact to obtain the letter?

Email not displaying correctly? [View it in your browser.](#)



LOCATION MAP

Site Data:

Project Name: San Jose Palm Springs
Current Zoning: RM - Residential Multiple-Family
Proposed Zoning: RM - Residential Multiple-Family
Future Land Use: High Density Residential - 10.01 to 19.0 RU/ Gross Acre
Gross Project Area: 79,745 SF (1.83 Ac.)
Net Project Area: 74,887 SF (1.72 Ac.)
Proposed Use: Town Homes
Lot Coverage: 20,064 sf (25.2%)

Bldg A Residential	3,344 sf
Bldg B Residential	3,344 sf
Bldg C Residential	3,344 sf
Bldg D Residential	3,344 sf
Bldg E Residential	3,344 sf
Bldg F Residential	3,344 sf

Impervious Area: 40,906 sf (54.6% of Net Area)
Pervious Area: 33,981 sf (45.4% of Net Area)
Landscape Areas
Driveways & Sidewalks
(16,629 sf x 0.25) 4,157 sf.

Open Space Required: 27,911 sf (35% of Gross Area)
Open Space Provided: 29,655 sf (37.2% of Gross Area)
Recreation Area Required: 5,582 sf (35% of Requ. Open Space)
Recreation Area Provided: Distance to Foxtail Palm Park: 0.3 Miles
Distance to Village of Palm Springs Park: 1 Mile

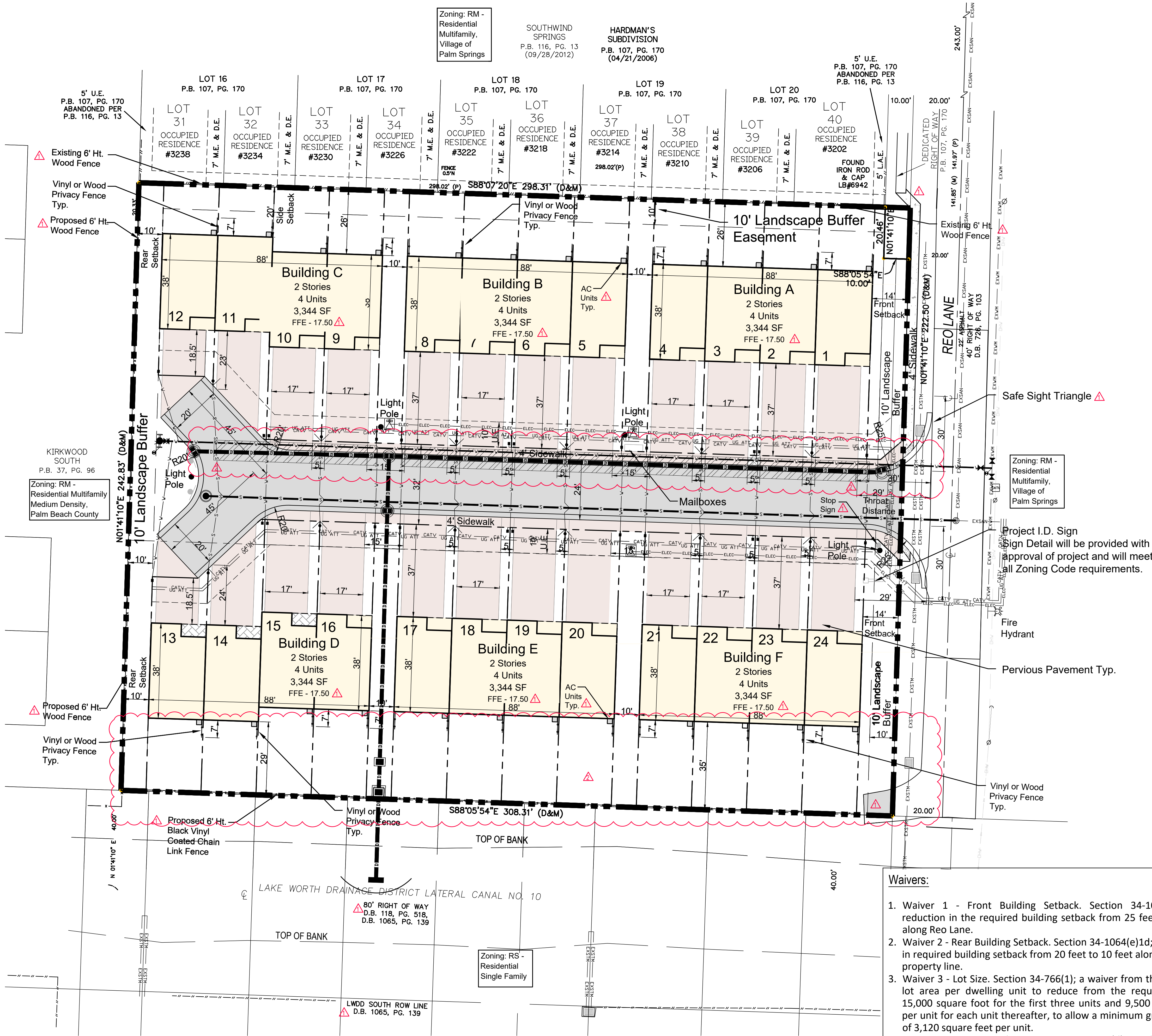
Total Number of Units: 24
Max. Gross Density Allowed: 19 DU/Ac.
Gross Density Provided: 13.1 DU/Ac.
Parking Spaces Required: 75 Spaces
2.5 Spaces/Unit 60 Spaces
Guest (25%) 15 Spaces
Parking Spaces Provided: 88 Spaces (not counting garages)
Proposed Building Height: 2 Stories, 28'-3"
Building Setbacks:

	Required	Proposed
Front	25'	14'
Rear	20'	10'
Side (interior)	20'	20'
Side (corner)	25'	NA

Note:
All driveway/sidewalk paving to utilize pervious pavement approved by the Village.

Sign Detail will be provided with approval of project and will meet all Zoning Code requirements.

SITE PLAN SAN JOSE PALM SPRINGS



Waivers:

1. Waiver 1 - Front Building Setback. Section 34-1064(e)1a; a reduction in the required building setback from 25 feet to 14 feet along Reo Lane.
2. Waiver 2 - Rear Building Setback. Section 34-1064(e)1d; a reduction in required building setback from 20 feet to 10 feet along with west property line.
3. Waiver 3 - Lot Size. Section 34-766(1); a waiver from the minimum lot area per dwelling unit to reduce from the requirement for 15,000 square foot for the first three units and 9,500 square feet per unit for each unit thereafter, to allow a minimum gross lot area of 3,120 square feet per unit.
4. Waiver 4 - Recreational Area. Section 34-1064(d)3; exclusion of the required common amenity area.
5. Waiver 5 - Parking Space Width. Section 34-1328; to allow a minimum parking space width of 8'.
6. Waiver 6 - Minimum Acreage of Residential Planned Development. Section 34-1064(c) to allow a Residential Planned Development of 1.72 acres.



Village of Palm Springs

Executive Brief

AGENDA DATE: December 12, 2024

DEPARTMENT: Planning, Zoning & Building

ITEM #18: Planned Unit Development Site Plan - San Jose Palm Springs - 2961 Reo Lane

SUMMARY: Mr. Corey O'Gorman with Place Planning & Design, agent for the property owner, 2961 Reo LLC, Hector Sardina & San Martín Homes, LLC, requests approval of a PUD Site Development Plan (SPR24-07) with six (6) waivers to allow the construction of twenty-four (24) residential dwelling units which they plan to operate as a rental community.

Each unit will be 1,672 square feet with three (3) bedrooms, two and a half (2.5) baths, and one (1) car garage, including bicycle storage and space for solid waste and recycling. The driveways provide spaces for up to 4 cars and a backyard area, enabling private spaces for each unit. The project will have a private road from Reo Lane to a shaped turn-around point.

The project will also have sidewalks on both sides of the road for ease, safety when walking, and connectivity from unit to unit to the shared mailbox and Reo Lane. All sidewalks and driveway paving will utilize permeable pavement, as approved by the Village, and the stormwater retention area will be on the south side of the site, out-falling into the LWDD canal.

As part of the proposed Planned Unit Development Site Plan, the applicant is requesting six (6) waivers:

- Waiver 1 - Relief from Sec.34-1064(e)1a - Allow a reduction in the required building front setback from 25 feet to 14 feet along Reo Lane.
- Waiver 2 - Relief from Sec.34-1064(e)1d - Allow a reduction in the required building rear setback from 20 feet to 10 feet along the west property line.
- Waiver 3 - Relief from Sec.34-766(1) - Allow twenty-four (24) dwelling units to be constructed on a 1.83-acre property rather than a 4-acre minimum lot size.
- Waiver 4 - Relief from Sec.34-1064(d)(1) - Allow the exclusion of the required common amenity area
- Waiver 5 - Relief from Sec.34-1064(c) - Allow a Planned Residential Development project on a 1.83-acre lot rather than on a 3-acre lot minimum required.
- Waiver 6 - Relief from Sec.34-1328 - Allow to reduce the width of parking spaces from 9 feet to 8 feet within the private driveways.

The applicant stated that for recreation, the project is within a 10-minute walk of Foxtail Park and a 20-minute walk from the Village of Palm Spring Park, offering ample recreational space near the development.

At the Planning & Zoning Board hearing on November 12, 2024, the board members expressed concerns regarding the proposed private driveway widths and the exclusion of the common amenity area and recommended denying the project.

The Planning, Zoning & Building staff have concerns about the requested waivers for the exclusion of the common amenity area and the reduction of the width of the parking spaces. Still, should the Council desire to recommend approval of the project, including the six (6) waivers requested, staff recommend that said motion be subject to the conditions listed on the Staff Report.

FISCAL IMPACT:

The proposed development will enhance the village's assessed property valuation.

ATTACHMENTS:

1. Proposed Resolution No. 2024-71 San Jose PS
2. Exhibit "A" Staff Report
3. Project Narrative or Justification Statement
4. Site Plan, Landscape plans and Letters
5. Color Renderings
6. Reo Lane Location & Aerial Map

RESOLUTION NO. 2024-71

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, (APPROVING/DENYING) WITH CONDITIONS, A REQUEST FROM COREY O’GORMAN, AGENT FOR THE PROPERTY OWNER, 2961 REO LLC, HECTOR SARDINA & SAN MARTÍN HOMES, FOR A PLANNED UNIT DEVELOPMENT SITE PLAN (SPR24-07) WITH SIX (6) WAIVERS, TO ALLOW THE CONSTRUCTION OF TWENTY-FOUR (24) RESIDENTIAL DWELLING UNITS PLANNED TO OPERATE AS A RENTAL COMMUNITY FOR A PROJECT ASSOCIATED WITH SAN JOSE PALM SPRINGS - 2961 REO LANE AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on November 12, 2024 the Planning and Zoning Board reviewed and considered the request of Corey O’Gorman, Agent for the Property Owner, 2961 REO LLC, Hector Sardina & San Martin Homes, who request approval of Site Plan (SPR24-07) with six (6) waivers for a residential planned development. The proposed site plan which consists of Planned Unit Development Site Plan to allow the construction of 24 residential units within 6 two-story townhomes buildings which the applicant intends to operate as a rental community at 2961 and 2971 Reo Lane; and

WHEREAS, the recommendation of the Planning and Zoning Board was to deny this application because there was a concern about the proposed private driveway widths and the exclusion of the common amenity area. The proposed project is forwarded to the Village Council for final consideration; and

WHEREAS, the Village Council has heard this matter in public session; has considered the presentation and other evidence presented by the Applicant; has received and considered the recommendations of the Village Staff and the Planning and Zoning Board; and has otherwise been fully informed regarding this matter.

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

Section 1. The Village Council having received and considered the request of Corey O’Gorman, Agent for the Property Owner, 2961 REO LLC, Hector Sardina & San Martin Homes (“Applicant”), is requesting site plan approval for a development which consists of six (6), two-story 24-unit residential dwelling buildings for a total of approximately 40,128 sq ft). The subject property is at 2961 and 2971 Reo Lane.

Note: Within the proposed site plan, the Applicant is requesting six (6) waivers:

- 1) Requesting a waiver from Sec. 34-1064(e)(1)a to allow a front setback of 14’ instead of 25’ required.
- 2) Requesting a waiver from Sec. 34-1064(e)(1)d to allow a rear setback, along the west side, of 10’ rather than 20’ required.
- 3) Requesting a waiver from Sec. 34-766(1) to allow 24 dwelling units to be constructed on a 1.83-acres lot instead of 4-acres minimum lot size required.
- 4) Requesting a waiver from Sec. 34-1064(d)(3) to allow the exclusion of the required common amenity area.
- 5) Requesting a waiver from Sec. 34-1064(c) to allow a residential planned unit development project within a 1.83-acre lot rather than on a 3-acre lot required.
- 6) Requesting a waiver from Sec. 34-1328 to allow a reduction of the minimum parking space width from 9’ to 8’ within the private driveways

The Planning and Zoning Board considered these requests during their November 12, 2024, meeting. Having been otherwise fully apprised of the premises herein, the Village Council hereby (approves/denies) the said application, with the staff report conditions attached hereto as **Exhibit “A”**, and which is incorporated herein by reference:

Notwithstanding any exceptions, conditions or other approvals granted herein, the applicant must conform to all other applicable codes, ordinances, and laws whether stated herein or not.

Section 2. This Resolution shall take effect immediately upon adoption.

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

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

The Mayor thereupon declared the Resolution duly passed and adopted this _____ day of DECEMBER 2024.

VILLAGE OF PALM SPRINGS, FLORIDA
BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
CHRISTY GODDEAU, VILLAGE ATTORNEY



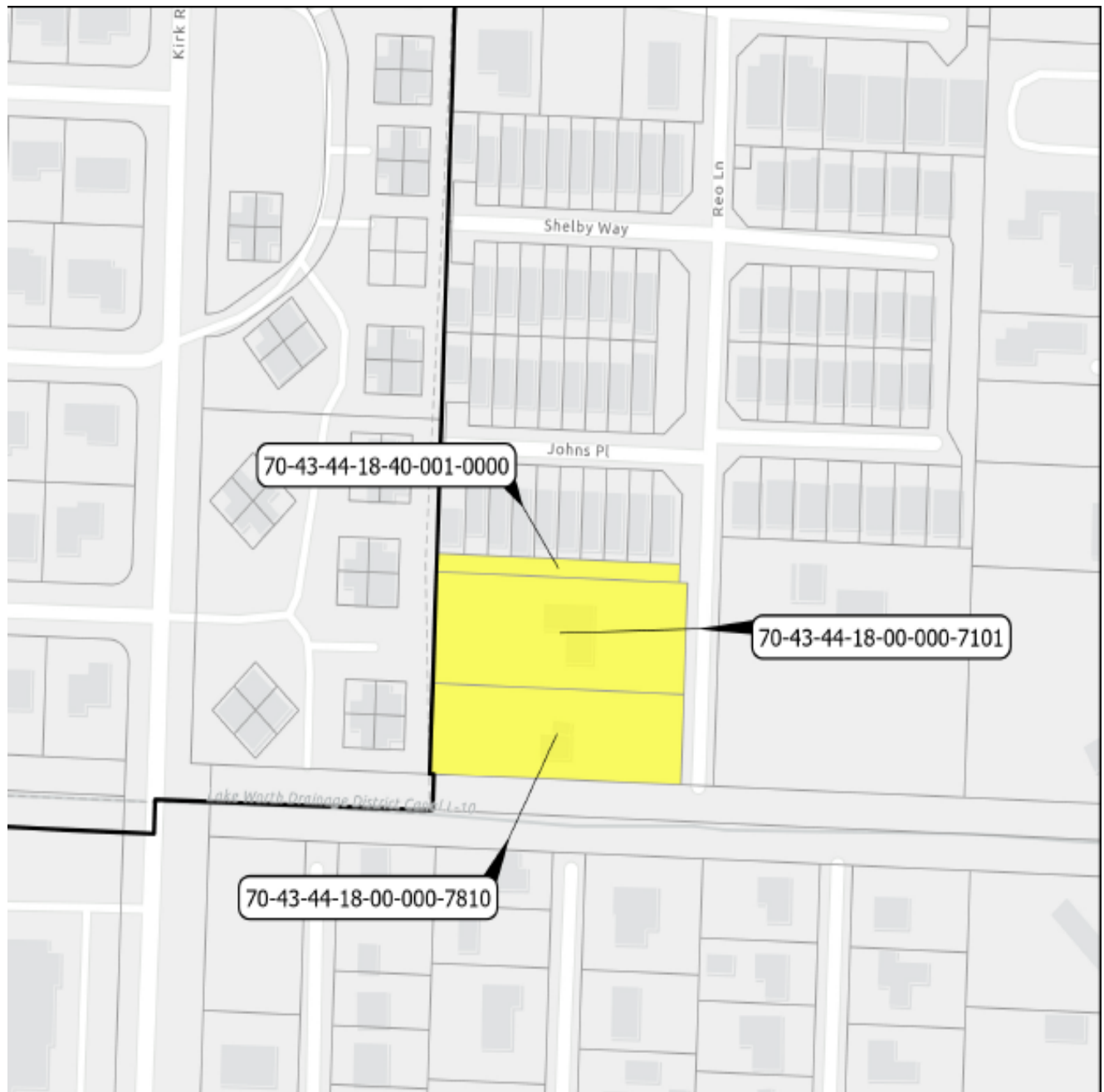
PLANNING, ZONING & BUILDING STAFF REPORT

SUBJECT: Residential Planned Unit Development Site Plan – 2961 and 2971 Reo Lane – San Jose Palm Springs

Application Summary			
Applicant / Petitioner	Place Planning & Design Inc.	Submittal Date	10/23/2024
Reference Name	San Jose Palm Springs	Case Number	SPR24-07
		Parcel Control No	70-43-44-18-40-001-0000 / 70-43-44-18-40-000-7101 / 70-43-44-18-40-000-7810
Location	2961 & 2971 Reo Lane	Site Area	1.83 gross acres
P&Z Bd Meeting	November 12, 2024	Council Meeting	December 12, 2024
Requests			
Proposed Use(s)	Planned Unit Development Site Plan to allow the construction of 24 residential units within 6 two-story townhomes buildings which the applicant intends to operate as a rental community.		
# of buildings	6 two-story townhomes (approximately 40,128 sq.ft. total) 1,672 square feet with three (3) bedrooms, two and half (2.5) bath units with one (1) car garages.		
Waiver Request			
1. Requesting a waiver from Sec. 34-1064(e)(1)a to allow a front setback of 14' instead of 25' required. 2. Requesting a waiver from Sec. 34-1064(e)(1)d to allow a rear setback, along the west side, of 10' rather than 20' required. 3. Requesting a waiver from Sec. 34-766(1) to allow 24 dwelling units to be constructed on a 1.83-acres lot instead of 4-acres minimum lot size required. 4. Requesting a waiver from Sec. 34-1064(d)(3) to allow the exclusion of the required common amenity area. 5. Requesting a waiver from Sec. 34-1064(c) to allow a residential planned unit development project within a 1.83-acre lot rather than on a 3-acre lot required. 6. Requesting a waiver from Sec. 34-1328 to allow a reduction of the minimum parking space width from 9' to 8' within the private driveways.			
Setbacks			
Direction	Proposed	Required	
North (interior side)	20'	20'	
South (Corner Side)	29'	25'	
East (Front)	14'	25' (waiver requested)	
West (Rear)	10'	20' (waiver requested)	
Parking			
Code	Required	Provided	Meets Requirement
Total Parking	2.5/ unit + 25% guest Total of 75 parking needed	Total of 88 parking spaces	Yes
Site Characteristics			
Existing Use	Vacant lots	Proposed Use	Residential Multifamily

San Jose Palm Springs - Residential Planned Unit Development Site Plan within 3 combined vacant lots on Reo Ln
VC 12-12-2024

Existing Zoning	Residential Multi-Family (RM)	Existing Future Land Use	High Density Residential
Surrounding Existing Land Use, Future Land Use, and Zoning			
Direction	Existing Use	Future Land Use	Zoning District
North	Multi-Family Residential	High Density Residential	Residential Multiple-Family (RM)
South	Lake Worth Drainage	Lake Worth District	Lake Worth District
East	Multi-Family Residential	Low Density Residential	Residential Multiple-Family (RM)
West	Multi-Family Residential	Unincorporated Palm Beach County	Unincorporated Palm Beach County
Recommendation			
The Planning, Zoning & Building staff have concerns about the requested waivers for the exclusion of the common amenity area and the reduction of the width of the parking spaces but should the Board desire to recommend approval of the project including the six (6) waivers requested, staff recommend that said motion be subject to the conditions listed on the Staff Report. Planning & Zoning Board recommended denial of the Residential Planned Development Site Plan -motion carried 4-1. At the Planning & Zoning Board hearing on November 12, 2024, the board members expressed concerns regarding the proposed private driveway widths and the exclusion of the common amenity area and recommended denying the project.			



I. Site History

- Ordinance No. 2004-47 & Ordinance No. 2004-50: Annexation

The properties were voluntarily annexed into the Village of Palm Springs on October and November, 2004 respectively, and designated with the Land Development as Residential Multi-Family zoning districts and Future Land Use of Low Density Residential.

- Ordinance 2012-12

On April 26, 2012 the land use designation was subsequently changed as part of a small-scale comprehensive land use amendment under Ordinance No. 2012-12, to High Density Residential. At the time of the annexation the properties were developed with a single-family residence, which were demolished in 2020.

II. Comprehensive Plan Consistency

The subject property Future Land Use designation is High Density Residential with a Residential Multiple-Family (RM) zoning district, respectively. The combined subject site is $\pm$ 1.83 acres, which is small for a high-density lot.

The small size of the lot affects the ability to comply with all the Land Development Regulations for a residential planned development project, specifically the following land development regulations are not met.

- Minimum lot size for a residential planned development shall be 3 acres, the property is 1.83 acres.
- Minimum front setback of 14' instead of 25' required.
- Minimum rear setback, along the west side, of 10' rather than 20' required.
- Minimum lot size for 24 dwelling units shall be 4-acres, the property is 1.83-acres lot size.
- No common amenity provided.
- Minimum parking width has been reduced from 9' to 8' within the private driveways.

III. Waivers Requested

The applicant is seeking the following waivers:

Waiver #1: Waiver requested to allow a reduction in the required front building setback from 25' to 14' along Reo Lane.

Waiver #2: Waiver requested to allow a reduction in the required rear building setback from 20' to 10' along the west side property line.

Waiver #3: Waiver requested to allow a reduction from the required 4-acre lot size to 1.83-acre lot size for the construction of 24 dwelling units.

Waiver #4: Waiver requested to allow the exclusion of the required common amenity area.

Waiver #5: Waiver requested to allow a reduction in the minimum acreage required for a planned unit development from 3 acres to 1.83 acres.

Waiver #6: Waiver requested to allow a reduction of the minimum parking space width from 9' to 8' within the private driveways.

The applicant's full justification to the waivers is attached hereto.

a. The request is in harmony with and is consistent with the purpose and intent of the Village's Comprehensive Plan and Land Development Code and that such waiver will not be injurious to the area involved or otherwise detrimental to the public health, safety and welfare.

Waiver 1 – Front Setback: The proposed waiver to allow a front setback of 14', granting a variance of 11' from the required 25' as defined in Section 34-1061(e)1a. Granting of this waiver allows for conformance to the High Density Residential land use designation, and as such approval of this waiver would not be injurious to the area involved or to the public health, safety, and welfare of the City's citizens.

Waiver 2 – Rear Setback: The proposed waiver to allow a rear setback of 10', granting a variance of 10' from the required 20' as defined in Section 34-1061(e)1d. Granting of this waiver allows for conformance to the High Density

Residential land use designation, and as such approval of this waiver would not be injurious to the area involved or to the public health, safety, and welfare of the City's citizens.

Waiver 3 – Lot size: This waiver is a request to reduce the required lot area per dwelling unit as provided in Section 34-766(1), and which is consistent with the High Density Residential future land use designation. In requesting this waiver, the Reo Lane Townhome project proposes approximately 13 dwelling units per acre, which would be consistent with Section 34-761 of the Village Code, and therefore the granting of this waiver would not be injurious to the area involved or the public health, safety, and welfare of the Village's citizens.

Waiver 4 - Recreational area: This waiver is a request to exclude the required recreational area as defined in Section 34-1064(d)3 of the code, to allow for the inclusion of individual rear yards for each unit. Additionally, as the development location is within close proximity to local recreational parks, there is ample opportunity for shared and private recreation. Therefore, approval of this waiver would not be injurious to the area involved or to the public health, safety, and welfare of the Village's citizens.

Waiver 5 – Acreage of Residential Planned Development: This waiver is a request to allow the minimum acreage of this Residential Planned Development to be 1.83. This will enable adjustments to setbacks and other regulations to accommodate the proposed townhouse project and as such is consistent with the Village land development regulations and will not be injurious to the public.

Waiver 6 – Parking Space Width: This waiver is a request to allow the parking spaces which are designated specifically for the individual homes and lots to be a minimum of 8' in width rather than the 9' required in a commercial parking lot. The Village code does not specify parking space widths in areas other than parking lots, and since these are individual driveways for individual units and provides sufficient space between driveways the request is consistent with the intent of the land development regulations and will not be injurious to the public.

b. The request results from innovative design in which other minimum standards are exceeded.

Waiver 1 – Front Setback: The proposed waiver to allow for an increased number of dwelling units designed as townhomes for sale. This is consistent with the future land use designation of High Density Residential, by allowing for an 11' variance of the required 25' setback. As a result of allowance for this variance, the side (interior) setbacks are shown as being no less than 20', with the southern side setback being 29' at the least and 36' at the most, excluding the proposed individual rear yards.

Waiver 2 – Rear Setback: The proposed waiver to allow for an increased number of dwelling units designed as townhomes for sale. This is consistent with the future land use designation of High Density Residential, by allowing for an 10' variance of the required 20' setback. As a result of allowance for this variance, the side (interior) setbacks are shown as being no less than 20', with the southern side setback being 29' at the least and 36' at the most, excluding the proposed individual rear yards.

Waiver 3 – Lot size: This waiver is a request to reduce the required lot area per dwelling unit as provided in Section 34-766(1), and which is consistent with the High Density Residential future land use designation, as detailed in Section 34-761 of the Village Code.

Waiver 4 - Recreational Area: This waiver is to request no common recreational area be included in the project, as the project site is within close proximity to many local community parks and recreational areas. Additionally, this waiver would allow for individual units to benefit from private recreational spaces in the form of private rear yards.

Waiver 5 – Acreage of Residential Planned Development: This waiver is a request to allow minimum acreage of 1.83 acres for this Residential Planned Development and enable the development of this proposed townhouse project as designed.

Waiver 6 – Parking Space Width: This waiver is a request to allow parking spaces to be a minimum of 8' in width for individual driveways in this townhouse project, will provide sufficient distance between driveways and enable an overall reduction of impervious area.

c. The request demonstrates that granting of the waiver will result in preservation of valuable natural resources, including drainage and recharge areas, natural areas, etc.

Waiver 1 – Front Setback: This is an infill site, in an existing urban area that has no valuable natural resources. However, through the granting of this waiver, the open space would include an increase in landscaped areas and a 6,870-square-foot stormwater detention area.

Waiver 2 – Rear Setback: This is an infill site, in an existing urban area that has no valuable natural resources. However, through the granting of this waiver, the open space would include an increase in landscaped areas and a 6,870-square-foot stormwater detention area.

Waiver 3 – Lot size: This is an infill site, in an existing urban area that has no valuable natural resources. However, through the granting of this waiver, the open space would include an increase in landscaped areas and a 6,870-square-foot stormwater detention area.

Waiver 4 - Recreational Area: This is an infill site, in an existing urban area that has no valuable natural resources. However, through the granting of this waiver, the open space would include an increase in landscaped areas and a 6,870-square-foot stormwater detention area.

Waiver 5 – Acreage of Residential Planned Development: This is an infill site, in an existing urban area that has no valuable natural resources. However, the granting of this waiver will enable the development of the proposed townhouse project which will include semi-private yard spaces for residents and an enhancement to the built environment.

Waiver 6 – Parking Space Width: This is an infill site, in an existing urban area that has no valuable natural resources. However, through the granting of this waiver, the reduced width of driveways will enable an overall reduction of impervious areas.

d. The request demonstrates public benefits to be derived, including but not limited to such benefits as dedication of rights-of-way, extensions of pedestrian linkages outside of the project boundaries, preservation of open areas and use of desirable architectural, building, and site design techniques.

Waiver 1 – Front Setback: With the decreased front setback, larger units may be offered in addition to generous amounts of parking and individual rear yards.

Waiver 2 – Rear Setback: With the decreased rear setback, larger units may be offered in addition to generous amounts of parking and individual rear yards.

Waiver 3 – Lot size: The reduction of lot size per dwelling unit required by Section 34-766(1) would allow for the proposed configuration of units as townhomes available for sale to individual owners.

Waiver 4 - Recreational Area: The exclusion of a common recreational area, allows for individual tranquil areas in the form of rear yards and configuration of units as townhomes available for sale to individual owners.

Additionally, granting this waiver is in keeping with many of the surrounding neighborhoods, which have small yards included in their designs.

Waiver 5 – Acreage of Residential Planned Development: This waiver is a request to allow the minimum acreage of 1.83 acres for this Residential Planned Development and in doing so will enable the proposed architectural and site design techniques for this proposed townhouse project.

Waiver 6 – Parking Space Width: This waiver is a request to allow parking spaces to be a minimum of 8' in width and enable a reduction of impervious areas for the project.

e. The request provides sufficient screening and buffering to screen adjacent uses from adverse impacts caused by the granting of a waiver.

Waiver 1 – Front Setback: Although a reduction in the building setback along Reo Lane, the requested waiver provides sufficient space for a substantial landscape buffer including large and medium-sized trees, shrubs, and groundcovers that will provide buffering along Reo Lane as well as creating an attractive streetscape. In addition, with the building heights less than 30' at their tallest the proposed landscaping will provide more than sufficient screening and buffering.

Waiver 2 – Rear Setback: The proposed setback enables the installation of a 10' wide buffer with large and medium-size trees, shrubs, and groundcovers that will provide buffering to the multi-family residential property to the west, and with buildings less than 30' in height, impacts on the neighboring uses will be minimal.

Waiver 3 – Lot size: The reduction of lot size per dwelling unit required by Section 34-766(1) will have no impact on the screening and buffering to screen adjacent properties as they are to be included within the proposed residential buildings on the property, which with the setback allowances described in waivers 1 and 2, regarding building setback to the front and rear, the screening and buffering at the sides of the property would be sufficient.

Waiver 4 - Recreational Area: The exclusion of a recreational area within the development allows for greater screening and buffering area, as that open space may be allocated to that purpose.

Waiver 5 – Acreage of Residential Planned Development: This waiver is a request to allow the minimum acreage of 1.83 acres for this Residential Planned Development enabling the development of this proposed townhouse project which is consistent with adjacent development patterns and will include all required buffers to reduce impacts on neighboring properties.

Waiver 6 – Parking Space Width: This waiver is a request to allow parking spaces to be a minimum of 8' in width which will reduce overall impervious area and enable landscaping between neighboring driveways.

f. Economic hardship may not be used to justify waivers.

Waiver 1 – Front Setback: The proposed waiver is to allow for the proposed configuration of units and buildings with access on the proposed private road, and for sale as townhouse units, and is not based on economic issues.

Waiver 2 – Rear Setback: The proposed waiver is to allow for the proposed configuration of units and buildings with access on the proposed private road, and for sale as townhouse units, and is not based on economic issues.

Waiver 3 – Lot size: The proposed waiver is to allow for the proposed configuration of units and buildings with access on the proposed private road, and for sale as townhouse units, and is not based on economic issues.

Waiver 4 - Recreational Area: The proposed waiver is to allow for the proposed configuration of units and buildings with access on the proposed private road, and for sale as townhouse units, and is not based on economic issues.

Waiver 5 – Acreage of Residential Planned Development: This waiver is a request to allow the minimum acreage of 1.83 acres for this Residential Planned Development and is not based on any economic issues.

Waiver 6 – Parking Space Width: This waiver is a request to allow parking spaces to be a minimum of 8' in width and is not based on any economic issues.

g. The result is compatible with existing and potential land uses adjacent to the development site.

Waiver 1 – Front Setback: The multifamily projects located directly north and northeast have similar designs with reduced setbacks and is consistent with the existing development.

Waiver 2 – Rear Setback: The multifamily project located directly north of the proposed development has a similar design and the project to the immediate west has an additional setback from this lot line enabling the proposed project to be compatible with adjacent development.

Waiver 3 – Lot size: The multifamily projects located to the north along Reo Lane are developed in a similar pattern and orientation, and the request for lot size reduction is consistent with existing and potential uses.

Waiver 4 - Recreational Area: The multifamily projects located to the north along Reo Lane are developed in a similar pattern and orientation, and the request for waiver of the common recreation area is consistent with existing and potential uses.

Waiver 5 – Acreage of Residential Planned Development: This waiver is a request to allow the minimum acreage of 1.83 acres for this Residential Planned Development which is consistent with adjacent developments to the north.

Waiver 6 – Parking Space Width: This waiver is a request to allow parking spaces to be a minimum of 8' in width which is generally consistent with adjacent development.

h. Waiver requests from minimum common amenity area requirements shall further demonstrate that adequate recreation area is available in the immediate vicinity of the proposed development.

Waiver 1 – Front Setback: The waiver is not for minimum common amenity area requirements and, if approved, will serve as a means to increase the functionality of open space and covered space, to maximize livable area while allowing for individual rear yards to be incorporated into the design along with, but not including, landscape buffers.

Waiver 2 – Rear Setback: The waiver is not for minimum common amenity area requirements and, if approved, will serve as a means to increase the functionality of open space and covered space, to maximize livable area while allowing for individual rear yards to be incorporated into the design along with, but not including, landscape buffers.

Waiver 3 – Lot size: The reduction of lot size per dwelling unit required by Section 34-766(1) has no impact on the minimum common amenity area as the waiver serves to allow the owners to utilize the properties as zoned and intended by the Future Use designation.

Waiver 4 - Recreational Area: This waiver, as requested, eliminates onsite common amenity area, as there is adequate community recreational space within the surrounding community. Within a 10 minute walk of the development sits FoxTail Palm Park, which consists of approximately 2 acres of recreational area. In addition to FoxTail Palm Park, there is Ponytail Palm Park and the Village of Palm Springs Park, which are within a 20-minute walk of the development and which have a combined acreage greater than 20 acres dedicated to recreational activity.

Waiver 5 – Acreage of Residential Planned Development: This waiver is a request to allow the minimum acreage of 1.83 acres for this Residential Planned Development and is not related to the common amenity.

Waiver 6 – Parking Space Width: This waiver is a request to allow parking spaces to be a minimum of 8' in width and is not related to the common amenity.

I. Waiver requests from maximum height limitations shall further demonstrate that the additional height will not adversely impact adjacent properties, and appropriate setbacks are provided as building height increases.

Waiver 1 – Front Setback: This request is not involved in building height and is not applicable.

Waiver 2 – Rear Setback: This request is not involved in building height and is not applicable.

Waiver 3 – Lot size: This request is not involved in building height and is not applicable.

Waiver 4 - Recreational Area: This request is not involved in building height and is not applicable.

Waiver 5 – Acreage of Residential Planned Development: This waiver is a request to allow the minimum acreage of 1.83 acres for this Residential Planned Development, not involving building height.

Waiver 6 – Parking Space Width: This waiver is a request to allow parking spaces to be a minimum of 8' in width, not involving building height.

Staff generally does not object to the applicant's request based on the intent of the applicant to maximize the utilization of the land conforming with the high-density allowance but have concerns about the requested waivers for the exclusion of the common amenity area and the reduction of the width of the parking spaces. Staff has concerns that the proposed exclusion of the common amenity area doesn't comply with the objectives of the Village's residential planned development regulations.

Staff is of the opinion if one or more dwelling units are eliminated, a common amenity area can be provided on a safe and healthy location. Sec. 34-1063(a)(7) requires minimum development standards for aggregation of open space to create common areas of sufficient size for passive/leisure activities. Additionally, with the elimination of the unit (s), the amount of impervious surface will be reduced.

- *The maximum impervious area permitted is 41,187.85 sf (55%), the project proposed 40,906 (54.%)*

Sec. 34-1064(d)(3) states that the village council shall have the right to determine what improvements, if any, are necessary to ensure the enjoyment, uses, safety, and general welfare of the occupants of the proposed development and that the village council shall consider the population to be served, availability and service capabilities of existing public recreation facilities in the village, and the general physical characteristics of the residential planned development site.

IV. Neighborhood Compatibility

- 1) The proposed project is located on the south side of Park Lane.
- 2) A new community park was constructed within 1,600 feet, on the northeast corner of Kirk Road and Park Lane.
- 3) The Village Center is located within 0.7 miles.
- 4) A mix of different uses like general retails, restaurants, grocery supermarket, gas stations, professional offices, schools, child day cares are located on the proximities within 1-mile radius.
- 5) The proposed project is located at the end of Reo Lane by Canal L-10.
- 6) Surrounding properties are generally residential use.
- 7) The proposed residential townhomes are permitted within the Residential Multi-Family zoning district.

V. Regulatory Issues

The site plan generally conforms to the property development standards of the Residential Planned Unit Development.

- 1) Proposed projects generally meet required site development regulations.
- 2) Permits from all applicable permitting agencies, including but not limited to Lake Worth Beach Electric Utilities, PBC Fire Rescue, and the Village of Palm Springs are required **prior to construction**.
- 3) Proposed Site Plan meets the Traffic Performance Standards of Palm Beach County.
- 4) The Final Plat shall be approved and recorded **prior to any individual sales**.
- 5) Civil/Utility plans shall be approved by the Village's Engineer.
- 6) Proposed development will negatively impact the public school system, a \$27,182.00 contribution is requested by the School District of Palm Beach County.

VI. Environmental Issues:

There are no environmental (wetlands, floodplains, etc.) issues identified.

VII. Community Outreach/ Notification

- The subject property was posted on October 24, 2024.
- Public Notification letters were mailed to all property owners within a 300-foot radius of the subject property on October 31, 2024.
- Legal advertisement was published in the paper on October 24, 2024.
- Staff has not received any inquiries or comments as a result of the notices.

VIII. Proposed Development Plan Details

The petitioner's development plans dated received on December 20, 2023, depicts the following:

- An application submitted for a Planned Unit Development Site Plan to allow the construction of 24 residential dwelling units within 6 two-stories townhomes buildings.
 1. Site Plan dated received on December 20, 2023, revised and resubmitted last on September 26, 2024.
 2. Landscape plans dated received December 20, 2023, revised, and resubmitted last on September 26, 2024.
 3. Engineering plans dated received December 20, 2023, revised, and resubmitted on September 26, 2024.
 4. Architectural plans dated received December 20, 2023, revised, and resubmitted on September 26, 2024.
 5. Photometric plan.
 6. Boundary survey.

7. Project narrative and justification statements.
8. Traffic study.

IX. Recommendation

The applicant is proposing the development of the 1.83-acre parcel with the construction of 24 two-story townhomes within six (6) buildings, which they intend to operate as a rental community.

The townhomes will be 1,672 square feet each with three (3) bedrooms, two and a half (2.5) baths, one (1) car garage including bicycle storage and space for solid waste and recycling. The driveways provide spaces for up to 4 cars and a backyard area enabling private spaces for each unit.

The project will have a private road extending down its length from Reo Lane and ending in a shaped turn-around point.

The project will also have sidewalks on both sides of the road for ease and safety when walking, as well as connectivity from unit to unit, to the common mailbox and to Reo Lane. All sidewalks and driveway paving will utilize pervious pavement, as approved by the Village, and the stormwater retention area will be on the south side of the site out-falling into the LWDD canal.

For recreation, the project is within a 10-minute walk of Foxtail Park, and a 20- minute walk of the Village of Palm Spring Park, offering ample recreational space within close proximity to the development.

Staff has found the proposed PUD Site Plan to be generally consistent with goals, objectives and policies of the Village's Comprehensive Plan. The proposed use is generally consistent with the Land Development and zoning regulations and all other portions of the code. The new project does not negatively impact natural systems.

Staff generally found the proposed project to be consistent with the Land Development Regulations and does not object to the applicant's request based on the intent of the applicant to maximize the utilization of the land conforming with the high-density allowance but have concerns about the requested waivers for the exclusion of the common amenity area and the reduction of the width of the parking spaces. Staff has concerns that the proposed exclusion of the common amenity area doesn't comply with the objectives of the Village's residential planned development regulations.

Staff is of the opinion if one or more dwelling units are eliminated, a common amenity area can be provided and additionally, with the elimination of the unit (s), the amount of impervious surface will be reduced.

"Sec. 34-1064(d)(3) states that the village council shall have the right to determine what improvements, if any, are necessary to ensure the enjoyment, uses, safety, and general welfare of the occupants of the proposed development and that the village council shall consider the population to be served, availability and service capabilities of existing public recreation facilities in the village, and the general physical characteristics of the residential planned development site"

Should the Planning & Zoning Board desire to recommend approval of the proposed development, consisting of 24 2-story townhome units, staff recommends that conditional approval be subject to the following forty (40) conditions, along with the voluntary monetary contribution, requested by the School District to mitigate school impacts:

1. Build-out date December 31, 2027.
2. A Unity of Title to unify the 3 parcels into 1 property shall be approved and recorded **prior to the issuance**

of any building permit.

3. The Final Plat shall be approved and recorded **prior to the issuance of any Certificate of Occupancy.**
4. Garages shall be used as parking only. The standard lease restrictions shall prohibit the conversion of garages into habitable spaces or use as non-vehicular storage.
5. The standard lease restrictions shall prohibit the installation of sheds, parking of boats, commercial vehicles, or recreational vehicles anywhere inside the property. Parking of oversized vehicles that do not fit within the private driveways shall also be prohibited.
6. The legal instruments providing parking restrictions, shall be reviewed and approved by the Village Attorney and PZB Director **prior to issuance of the first building permit.**
7. No parking shall be allowed, under any circumstances, along the drive aisle, grass areas, or blocking any sidewalks. Residents and guest parking shall only occur within designated parking stalls, private driveways, and private garages.
8. Failure of the property owner to enforce provisions herein (including violation(s) by unit renters) may result in code enforcement action against the property owner for the violation(s).
9. The Owner and/or Developer shall maintain common facilities in perpetuity. Common facilities include but are not limited to roads, sidewalks, parking areas, driveways, landscaping, benches, mailboxes, trash cans, bike racks, etc.
10. The property owner shall post a notice of annual boundary school assignments for students from this development. The district will provide an 11' x 17' sign to be posted in a clear and visible location in all sales offices and models with the following:

"NOTICE TO HOMEBUYERS/TENANTS"

"school-age children may not be assigned to the public school closest to their residences. School Board policies regarding overcrowding or other boundary policy decisions affect school boundaries. Please contact the Palm Beach School District Boundary Office at (561) 434-8100 for the most current school assignment(s)".

11. No signs are proposed as part of this application.
12. If the rental community changes to a fee-simple townhome or condominium (sole ownership of property to individual ownership of units), an Administrative Site Plan Amendment shall be approved by the Village prior to the sale of any individual townhome. At that time, the Village Attorney and PZB Director shall review and approve the HOA covenants and deed restrictions pertaining to the community.
13. A Utility/Civil Plan shall be approved by the Village Engineer and the Village Public Service Director **at the time of permitting.**
14. Photometric plans shall be approved by the Planning, Zoning and Building Department **at the time of permitting.**
15. Irrigation plans shall be provided **at the time of permitting.** Non-potable water shall be used for the irrigation system per the Village code.
16. All electric utilities shall be underground.
17. Palm Beach County "Digital Inclusion infrastructure" (broadband antenna and related facilities) shall be accommodated on the property **(if the location is determined to be desirable for broadband coverage by Palm Beach County or the School District of Palm Beach County), prior to the issuance of any Certificate of Occupancy,** and the property owner shall voluntarily serve as a program partner (easement/agreement, electric) through the life of the program.
18. Any existing or proposed utility box/cabinet shall be screened from view and shall be wrapped with a match design accordingly with the existing/proposed location **at time of landscaping inspections.**
19. A root barrier shall be provided on trees that are within 12' of utility lines.
20. Landscaped areas shall be irrigated including but not limited to buffers, islands, planter boxes, etc.
21. All mechanical equipment's and above-ground infrastructure shall be screened from view.

22. The construction dumpster shall be only provided by Waste Pro USA which is under a franchise Agreement with the Village. Each trash can and recycle bins shall be located inside the garages after being picked up.
23. The mail pickup and delivery system shall be approved by the United States Postal Service.
24. Provide permits from all applicable permitting agencies, including but not limited to, PBC and the Village of Palm Springs **at the time of permitting and prior to commencing any construction activities.**
25. The property owner shall register an Agent of Record, prior to issuance of a permit, to establish a contact person responsible for compliance with this Development Order, including site plan/landscape plan and conditions of approval.
26. A copy of the NPDES Notice of Intent for Generic Permit shall be submitted to the PZB Department **at the time of permitting.**
27. A stabilized surface shall be provided at all times during construction for access by emergency vehicles.
28. A pre-construction meeting shall be scheduled with the Village Planning, Zoning & Building Department prior to the commencement of any construction activity. The project shall be constructed in accordance with the FBC edition in effect **at the time of permitting.**
29. A silt barrier shall be installed around the perimeter of the property (within the affected area for the site improvements and new building construction) prior to the commencement of any site work or construction activity, and a trackpad shall be installed at the construction entrance(s), both of which shall remain through substantial completion.
30. The Applicant may be required to undertake additional security measures, based on the number of complaints or calls for service for incidents at the premises, as determined by the Police Chief. Such additional security measures, as approved by the Police Chief, may include increased on-site security at the operator's sole expense.
31. Any sidewalk broken or damaged during construction shall be replaced by the contractor **prior to CO.**
32. The Landscaping shall be certified by the Landscape Architect upon completion and **prior to the Certificate of Occupancy/Certificate of Completion** of each improvement area.
33. Absolutely no occupancy, other than construction personnel, is permitted **prior to TCO/CO.**
34. Photometrics must be certified by an engineer **prior to CO.**
35. The civil engineer of record shall certify the site construction **prior to the Certificate of Occupancy.**
36. The applicant may be required to provide a resident inspector for structural elements such as concrete pours in accordance with Section 109.1.3 FBC 2010 and F.S. 553.791. The determination shall be made at the time of the pre-construction conference with the Planning Zoning and Building Director.
37. The General Contractor shall be on site during any and all construction activity in accordance with FS 489.1195.
38. **At the time of CO,** the petitioner shall provide the Planning, Zoning and Building Department with electronic copies of as-builts.
39. An updated SCAD letter shall be submitted **prior to the Council meeting on 12/12/2024.**
40. The School District has requested the Applicant offer a voluntary commitment to make a contribution of \$28,900.00 to the School District of Palm Beach County prior to the issuance of a building permit, based on the School Capacity Availability Determination letter issued on November 12, 2024.

San Jose Palm Springs JUSTIFICATION STATEMENT

This Justification Statement is submitted as support documentation for the San Jose Palm Springs development applications in The Village of Palm Springs, FL on behalf of the property owners. San Jose Palm Springs project includes construction of twenty-four (24) residential units to be located on an assembly of vacant parcels at the south end of Reo Lane in the Village of Palm Springs, Florida.

Background/Proposal

- Parcel Control Numbers: 70-43-44-18-40-001-0000 / 70-43-44-18-40-000-7101 / 70-43-44-18-40-000-7810
- Zoning: RM (Residential Multi-Family)
- Land Use Designation: High Density Residential

The San Jose Palm Springs project will provide twenty-four (24) units of housing that will be available for rental or homeownership. The units will be 1,672 square feet with three (3) bedroom, two and a half (2.5) bath units with one (1) car garages including bicycle storage and space for solid waste and recycling, and with ample driveway parking and rear yard space enabling private spaces for each unit.

The project will have a private road extending down its length from Reo Lane, and ending in a y-shaped turn-around point. For lighting, four (4) light poles equidistant along the road, with the light pole at the end of the development being within the open space in the center of the y-shaped turn-around point in the road.

The project will also have sidewalks on both sides of the road for ease and safety when walking, as well as connectivity from unit to unit, to the common mailbox and to Reo Lane. All sidewalks and driveway paving will utilize pervious pavement, as approved by the Village, and the stormwater detention area will be on the south side of the site out-falling into the LWDD canal.

For recreation, the project is within a 10-minute walk of Foxtail Park, and a 4-minute drive or 20-minute walk of the Village of Palm Spring Park, offering ample recreational space within close proximity to the development. The project will provide perimeter landscaping for buffering and screening.

The project has proposed a front (street) setback of 14 feet to Reo Lane and a rear setback of 10 feet to the property to the immediate west, with individual units having ample setbacks for their respective front and rear yards to provide for ample parking and private outdoor spaces for each unit.

This application respectfully requests approval of the project site plan for the above-described project, as well as a request for residential planned development to include waivers to allow the

reduced front and rear yard setbacks to accommodate the townhome design facing the private road, waiver to the required lot size, and waiver to exclude onsite recreational area.

- Waiver 1 - Front Building Setback. Section 34-1064(e)1a; a reduction in the required building setback from 25 feet to 14 feet along Reo Lane.
- Waiver 2 - Rear Building Setback. Section 34-1064(e)1d; a reduction in required building setback from 20 feet to 10 feet along with west property line.
- Waiver 3 - Lot Size. Section 34-766(1); a waiver from the minimum lot area per dwelling unit to reduce from the requirement for 15,000 square foot for the first three units and 9,500 square feet per unit for each unit thereafter, to allow a minimum gross lot area of 3,120 square feet per unit.
- Waiver 4 - Recreational Area. Section 34-1064(d)3; exclusion of the required common amenity area.

Construction and operation of the San Jose Palm Springs will be an asset to the community both from a perspective of development of the vacant property and assisting the Village to recoup its' investment in the infrastructure in Reo Lane as well as providing much needed housing in the community.

Analysis

Following is the analysis of this project's compliance with the Village of Palm Springs Land Development Code for the proposed residential planned development, related waivers and RM zoning district regulations.

Section 34-1061: Purpose

The purpose of this subdivision is to permit development of projects consisting of residential, commercial or industrial, or any combination of residential, industrial and commercial uses, as permitted herein, within a single development under a unified development plan. As a permitted use in any zoning district, the intent of providing for planned development is to allow greater flexibility in design and development standards relative to specific dimensional regulations, encourage ingenuity and originality in subdivision and site design while preserving open space to serve recreational, scenic and other public service purposes, ensure compatibility of new development with the surrounding area, and facilitate the provision of mixed uses including housing types and housing cost levels within the same project.

***Response:** The purpose of the San Jose Palm Springs is consistent with Sec. 34-1061, as listed above, in that the project aims to provide residential housing in a configuration and density similar to nearby projects, and to enable fee-simple sale of townhomes. The project design includes two-story buildings, to maximize living area while allotting ample space for parking, landscaping, and other common improvements.*

Section 34-1062: Objectives of a planned development

- (a) To permit the creation of function and unique residential, commercial and mixed-use developments that do not adversely impact the village's character and "small town feel".

Response: *The San Jose Palm Springs project proposes utilization of an existing undeveloped land for multi-family housing in a manner consistent with the character of existing multifamily developments within the surrounding area. The proposed landscape buffering and screening, and scale/density of units will ensure that the project does not adversely affect the neighboring properties or the character of the Village. The development of this site will create a vibrant part of the community whereas the vacant land could be the location of undesirable activities, thus fostering and generating strong and positive relationships within the community.*

- (b) To promote building siting that takes into consideration the context of the development, the location of nearby uses, and the new development's compatibility with existing neighborhoods.

Response: *The surrounding developments are a mix of single and multi-family housing units. The site plan design for San Jose Palm Springs has considered those surrounding homes by providing quality and attractive well-landscaped borders and by the development of the currently vacant area at a scale, mass and density consistent with nearby properties. San Jose Palm Springs will be an improvement over the surrounding projects on Reo Lane by offering greater open space while also providing sidewalks, private outdoor spaces and ample parking. This will also be an enhancement to the community by addressing the severe shortage of housing stock while decreasing vacant land, which may otherwise foster undesirable activities.*

- (c) To enhance landscape open space and streetscapes.

Response: *The proposed landscaping plan creates a manicured streetscape along Reo Lane and along the perimeter of the development all through the utilization of large, medium and small trees, shrubs, ground covers and grass.*

- (d) To bring unique and creative solutions to new development, the following elements should be considered in the context of the specific site, project and/or use:

- a. Arrangement and spacing of buildings and open spaces;
- b. Ability to aggregate adjacent lots or parcels, and/or eliminate nonconformities;
- c. Location of access drive and sidewalks to promote circulation and access;
- d. Building coverage;
- e. Sufficient and convenient parking for uses and activities;
- f. Landscape buffers and screening mechanisms to enhance aesthetics and promote compatibility;
- g. Adequate lighting for security and pedestrian/vehicular safety; and

- h. Development of large employment centers predominately of light industrial or high technology uses in underutilized corridors. The flexibility of design should promote revitalization of the primary commercial areas and an economic stimulus through job creation to the local economy as well.

Response: *The proposed site plan arranges buildings and site improvements to minimize building coverage, while allowing for maximized interior space of each dwelling and ample open spaces for parking, storm water detention, and individual rear yard spaces for units to utilize as individual recreational areas. The proposed site plan is an aggregate of three (3) contiguous parcels, by combining which allows for utilization of the land by way of the existing zoning and use codes, and eliminating the need for further waivers than those being requested. Site lighting will be provided to ensure safety and security for the parking areas and walkways throughout the site. Landscaping buffers are included in the site plan to enhance aesthetics and promote compatibility with the surrounding dwellings.*

Section 34-1063: Performance Standards

The permitted, accessory, and special exception uses shall be those of the underlying land development district. Property development regulations and supplemental regulations shall be the same as provided for in the applicable land development district, except as modified in this subdivision or as approved for deviation through the waiver process provided for herein.

- (a) *Minimum design requirements.* Design standards can transform the image of the village. Specific design-based criteria applied throughout the community can help achieve stated objectives.

Every site-specific condition cannot be anticipated. The stated design requirements are minimum development standards established to promote consistency and quality, and need to be interpreted in light of particular site-specific circumstances or conditions.

Standards:

1. Sidewalks on both sides of a street or primary driveway, interconnected with other pedestrians and/or providing access to each building.

Response: *The sidewalk system within the San Jose Palm Springs development is to be connected to the existing sidewalk system located along Reo Lane, and the driveway/onsite parking connecting each unit, it is additionally located on both sides of the private street within and extending from the development.*

2. Consolidation of smaller parcels into a larger, unified development project.

Response: *The proposed location of the development is currently composed of three (3) smaller parcels, which are planned to be consolidated into a larger parcel, thereby allowing for a larger overall parcel and project which better fits with the purpose and intent of the development code.*

3. Consolidation of driveways to eliminate curb cuts, with reciprocal easements for access; provision of access from secondary streets and alleys.

Response: *This standard is not applicable because the proposed site plan includes one main access to Reo Lane for the private roadway connecting to each individual unit driveway.*

4. Shared parking arrangements to reduce impervious surfaces and promote efficient use of facilities.

Response: *This standard is not applicable as the adjacent parcels are developed.*

5. Provision of sufficient parking to avoid on-street parking, unless designed with on-street parking.

Response: *There is sufficient parking to provide more than the number of spaces needed to avoid on-street parking, as the requirement is 75 spaces and the site plan proposes 88 spaces, not including the single-car garage attached to each unit.*

6. Pedestrian-scale street lighting along sidewalks and pedestrian ways.

Response: *The street lighting along sidewalks will meet all of the Village requirements. This will include providing four (4) individual street lights, located equidistant down the private drive and access to each dwelling.*

7. Aggregation of open space to create common areas of sufficient size for passive/leisure activities.

Response: *The open spaces and common areas for this project will result in a cumulative 37.2% of Gross Area being open space, exceeding the required 35%. Although this application requests a waiver from the common amenity area, each unit is designed to have a private rear yard and the project is within walking distance of nearby parks.*

8. Continuity of sidewalks and pathways where disconnects occur; and provision of sidewalks to usable open spaces, recreation amenities or public facilities.

Response: *There are no disconnects in the project sidewalk and pathway system. The system connects the public sidewalk on Reo Lane with the residential units, as well as the open space. There are continuous sidewalks from the units to Foxtail Palm Park, Ponytail Palm Park, and the Village Center Complex. All within 1 mile and 10-20 minute walk.*

9. Residential setbacks that allow for a green, semi-private planting area between the sidewalk and house(s).

Response: *The landscape plan shows building setbacks and greenways between driveways, to provide for semi-private planting areas between driveways as well as in rear yards.*

10. Promote streetscape where feasible, with maintenance agreements assigning responsibility to adjacent properties.

Response: *Although there is limited ability to provide streetscaping along with private roadway, there is landscaping included between each unit driveway. In addition the buffer area along Reo Lane is heavily landscaped to create a beautiful streetscape and project entry.*

11. Create bus waiting areas for safety, for school buses or mass transit, as may be applicable.

Response: *This standard is not applicable.*

12. Building setbacks or setbacks to respect existing scale and massing of adjacent neighborhoods and promote compatibility.

Response: *There are sufficient setbacks in respect to existing scale and massing of adjacent neighborhoods. The proposed buildings have property setbacks of 10 - 20 feet, as described above, which allows for the inclusion of landscaping buffers, private rear yards, and ample parking, while maintaining a private driveway wherein all dwellings may be accessed and may have access to additional parking and green areas.*

13. Provision of original, self-confident building design, and prohibition of metal buildings.

Response: *The structures are custom-designed to this site and will be concrete block and stucco shell with no metal buildings proposed.*

14. Buffers between differing uses to include masonry wall and landscaping to promote compatibility.

Response: *The neighboring residential uses are of a similar density and although ample landscape buffers are provided, a masonry wall will not be included. None of the neighboring properties are of differing use.*

15. Adequate vehicular circulation, traffic maintenance and/or operational measures that does not negatively impact existing roadway conditions, including avoidance of dead-end streets and t-style turnarounds.

Response: *The San Jose Palm Springs project provides adequate vehicular circulation enabling access to each of the proposed townhouse units, and the traffic study prepared*

by PTC Consulting states that the project will have insignificant impact on the adjacent roadway system. The project site is located at the end of Reo Lane and there is no ability to interconnect with adjacent properties so the dead-end private roadway is unavoidable.

(b) Development standards.

- (1) Planned developments shall meet all applicable regulations and requirements set forth in this article, and others set forth in the code including, but not limited to, division 9 development standards, section 62-42 Location and Screening of Commercial Containers, article III Landscaping, and division 8 Off-Street Parking and Loading, unless granted a waiver per section 34-1063(c).
- (2) In the layout and design of the proposed planned development, the applicant shall consider, and the land development board and village council shall review for, the provision of adequate light and air, traffic circulation, drainage patterns, pedestrian safety, emergency vehicle access and all other provisions normally provided for by the area and dimension regulations.

Response: *The proposed townhome project is in compliance with the development standards as laid out in the above section, providing for adequate lighting air, traffic circulation, drainage patterns, pedestrian safety, emergency vehicle access, and considerations to neighbors as previously listed. The following section describes the waivers requested and provides written justification for each.*

(c) Waivers.

- (1) The use of innovative and creative techniques and concepts may require one or more waivers from the strict interpretation of the Village Land Development Code and applicable code provisions related to lot size, frontages, setbacks, lot coverage, parking design standards, and other requirements, may be granted for good cause shown and shall be demonstrated to be in harmony with the purpose objectives and performance standards of the subdivision. Waivers may not be requested from density intensity and open space (excluding common amenity areas) limitations.
- (2) Waivers may be granted by the village council, following advisory recommendations by the land development board. All requests for waivers shall be identified on the site plan and shall accompany an application for site plan approval of a planned development.

Response: *The San Jose Palm Springs project requests four (4) waivers, as follows:*

- **Waiver 1 – Front Yard Setback.** *Section 34-1064(e)1a requires a minimum front setback of 25' which would be measured from Reo Lane.*

The San Jose Palm Springs project is requesting a front setback of 14', as defined by Section 1-2 of the Village Code and as specified in Section 34-1064(e)1a as 25'. Per Section 1-2 Setbacks shall be measured perpendicular to and parallel with

property or right-of-way lines. As noted on the site plan, the front setback is 14' on average, therefore a variance of 11' is being requested.

The proposed design includes a private road accessing each unit, with each unit facing that private road. This orientation causes the Reo Lane frontage (front yard) to become the side yard for the proposed units with the front yards along the interior street.

- Waiver 2 – Rear Yard Setback. Section 34-1064(e)1d requires a minimum rear setback of 20' which would be measured from the west property line abutting another multifamily residential complex in the county.

The San Jose Palm Springs project is requesting a rear setback of 10', as defined by Section 1-2 of the Village Code and as specified in Section 34-1064(e)1d as 20'. Per Section 1-2 Setbacks shall be measured perpendicular to and parallel with property or right-of-way lines. As noted on the site plan, the rear setback is 10' on average, therefore a variance of 10' is being requested.

The proposed design includes a private road accessing each unit, with each unit facing that private road. This orientation causes the west property line (rear yard) to become the side yard for the proposed units with the front yards along the interior street.

- Waiver 3 – Lot size. The Future Land Use Map designates this site as High Density Residential with an allowable density range of 10.01 to 19.00 units per acre. The zoning map designates this property as RM, Residential Multiple-Family, and section 34-761 allows a gross density not to exceed 19.0 units per acre for multiple-family developments. However, contrary to section 34-761, Section 34-766(1) requires a minimum of 15,000 square feet for three dwelling units and for each additional unit thereafter 9,500 square feet of lot area shall be required, and utilizing this calculation the subject site is limited to a total of 9 units at a density of 5.2 units per acre, which is less than the allowable density of 5.8 units per acre for single-family in Section 34-741. This waiver requests a gross lot area of 3,120 square feet per unit.
- Waiver 4 - Recreational area. Section 34-1064(d)3 requires the inclusion of a shared recreational area for planned developments, with the total area being a minimum 20 percent of the required total 35 percent open space. While the proposed design includes 37.2 total percent of open space, no recreational space is proposed.

As a townhome project the units will be available for sale to individual owners, and the design proposes waiver of the recreation area requirement and to allow for each unit to have individual private rear yards. Additionally, as there are several

community parks in close proximity to the proposed development, such as FoxTrail Park which is less than a 10 minute walk from the development, the community would have access to both personal and shared recreational spaces with the approval of this waiver.

(3) Waivers shall be submitted in writing and shall address the following criteria:

- a. The request is in harmony with and is consistent with the purpose of intent of the Village's Comprehensive Plan and Land Development Code and that such waiver will not be injurious to the area involved or otherwise detrimental to the public health, safety, and welfare.

Waiver 1 – Front Setback: *The proposed waiver to allow a front setback of 14', granting a variance of 11' from the required 25' as defined in Section 34-1061(e)1a. Granting of this waiver allows for conformance to the High Density Residential land use designation, and as such approval of this waiver would not be injurious to the area involved or to the public health, safety, and welfare of the Village's citizens.*

Waiver 2 – Rear Setback: *The proposed waiver to allow a rear setback of 10', granting a variance of 10' from the required 20' as defined in Section 34-1061(e)1d. Granting of this waiver allows for conformance to the High Density Residential land use designation, and as such approval of this waiver would not be injurious to the area involved or to the public health, safety, and welfare of the Village's citizens.*

Waiver 3 – Lot size: *This waiver is a request to reduce the required lot area per dwelling unit as provided in Section 34-766(1), and which is consistent with the High Density Residential future land use designation. In requesting this waiver, the San Jose Palm Springs project proposes approximately 13 dwelling units per acre, which would be consistent with Section 34-761 of the Village Code, and therefore the granting of this waiver would not be injurious to the area involved or the public health, safety, and welfare of the Village's citizens.*

Waiver 4 - Recreational area: *This waiver is a request to exclude the required recreational area as defined in Section 34-1064(d)3 of the code, to allow for the inclusion of individual rear yards for each unit. Additionally, as the development location is within close proximity to local recreational parks, there is ample opportunity for shared and private recreation. Therefore, approval of this waiver would not be injurious to the area involved or to the public health, safety, and welfare of the Village's citizens.*

- b. The request results from innovative design in which other minimum standards are exceeded.

Waiver 1 – Front Setback: *The proposed waiver to allow for an increased number of dwelling units designed as townhomes for sale. This is consistent with the future land use designation of High Density Residential, by allowing for an 11’ variance of the required 25’ setback. As a result of allowance for this variance, the side (interior) setbacks are shown as being no less than 20’, with the southern side setback being 29’ at the least and 36’ at the most, excluding the proposed individual rear yards.*

Waiver 2 – Rear Setback: *The proposed waiver to allow for an increased number of dwelling units designed as townhomes for sale. This is consistent with the future land use designation of High Density Residential, by allowing for an 10’ variance of the required 20’ setback. As a result of allowance for this variance, the side (interior) setbacks are shown as being no less than 20’, with the southern side setback being 29’ at the least and 35’ at the most.*

Waiver 3 – Lot size: *This waiver is a request to reduce the required lot area per dwelling unit as provided in Section 34-766(1), and which is consistent with the High Density Residential future land use designation, as detailed in Section 34-761 of the Village Code.*

Waiver 4 - Recreational Area: *This waiver is to request no common recreational area be included in the project, as the project site is within close proximity to many local community parks and recreational areas. Additionally, this waiver would allow for individual units to benefit from private recreational spaces in the form of private rear yards.*

- c. The request demonstrates that granting of the waiver will result in preservation of valuable natural resources, including drainage and recharge areas, natural areas, etc.

Waiver 1 – Front Setback: *This is an infill site, in an existing urban area that has no valuable natural resources. However, through the granting of this waiver, the open space would include an increase in landscaped areas and a 7,780 square foot stormwater detention area.*

Waiver 2 – Rear Setback: *This is an infill site, in an existing urban area that has no valuable natural resources. However, through the granting of this waiver, the open space would include an increase in landscaped areas and a 7,780 square foot stormwater detention area.*

Waiver 3 – Lot size: *This is an infill site, in an existing urban area that has no valuable natural resources. However, through the granting of this*

waiver, the open space would include an increase in landscaped areas and a 7,780 square foot stormwater detention area.

Waiver 4 - Recreational Area: *This is an infill site, in an existing urban area that has no valuable natural resources. However, through the granting of this waiver, the open space would include an increase in landscaped areas and a 7,780 square foot stormwater detention area.*

- d. The request demonstrates public benefit to be derived, including but not limited to such benefits as dedication of right of way, extensions of pedestrian linkages outside of the project boundaries, preservation of open areas and use of desirable architectural, building, and site design techniques.

Waiver 1 – Front Setback: *With the decreased front setback, larger units may be offered in addition to generous amounts of parking and individual rear yards.*

Waiver 2 – Rear Setback: *With the decreased rear setback, larger units may be offered in addition to generous amounts of parking and individual rear yards.*

Waiver 3 – Lot size: *The reduction of lot size per dwelling unit required by Section 34-766(1) would allow for the proposed configuration of units as townhomes available for rent or sale to individual owners.*

Waiver 4 - Recreational Area: *The exclusion of a common recreational area, allows for individual tranquil areas in the form of rear yards and configuration of units as townhomes available for rent or sale to individual owners. Additionally, granting of this waiver is in keeping with many of the surrounding neighborhoods, which have small yards included in their designs.*

- e. The request provides sufficient screening and buffering to screen adjacent uses from adverse impacts caused by granting of the waiver.

Waiver 1 – Front Setback: *Although a reduction in the building setback along Reo Lane, the requested waiver provides sufficient space for a substantial landscape buffer including large and medium-size trees, shrubs and groundcovers that will provide buffering along Reo Lane as well as creating an attractive streetscape. In addition, with the building heights less than 30' at their tallest the proposed landscaping will provide more than sufficient screening and buffering.*

Waiver 2 – Rear Setback: *The proposed setback enables installation of a 10’ wide buffer with large and medium-size trees, shrubs and groundcovers that will provide buffering to the multi-family residential property to the west, and with buildings less than 30’ in height, impacts on the neighboring uses will be minimal.*

Waiver 3 – Lot size: *The reduction of lot size per dwelling unit required by Section 34-766(1) will have no impact on the screening and buffering to screen adjacent properties as they are to be included within the proposed residential buildings on the property, which with the setback allowances described in waivers 1 and 2, regarding building setback to the front and rear, the screening and buffering at the sides of the property would be sufficient.*

Waiver 4 - Recreational Area: *The exclusion of a recreational area within the development allows for greater screening and buffering area, as that open space may be allocated to that purpose.*

- f. Economic issues may not be used to justify waivers.

Waiver 1 – Front Setback: *The proposed waiver is to allow for the proposed configuration of units and buildings with access on the proposed private road, and for rent or sale as townhouse units, and is not based on economic issues.*

Waiver 2 – Rear Setback: *The proposed waiver is to allow for the proposed configuration of units and buildings with access on the proposed private road, and for rent or sale as townhouse units, and is not based on economic issues.*

Waiver 3 – Lot size: *The proposed waiver is to allow for the proposed configuration of units and buildings with access on the proposed private road, and for rent or sale as townhouse units, and is not based on economic issues.*

Waiver 4 - Recreational Area: *The proposed waiver is to allow for the proposed configuration of units and buildings with access on the proposed private road, and for rent or sale as townhouse units, and is not based on economic issues.*

- g. The request is compatible with existing and potential land uses adjacent to the development site.

Waiver 1 – Front Setback: *The residential projects located directly north and northeast have similar design with reduced setbacks and is consistent with the existing development.*

Waiver 2 – Rear Setback: *The residential project located directly north of the proposed development has similar design and the project to the immediate west has additional setback from this lot line enabling the proposed project to be compatible with adjacent development.*

Waiver 3 – Lot size: *The residential projects located to the north along Reo Lane are developed in a similar pattern and orientation, and the request for lot size reduction is consistent with existing and potential uses.*

Waiver 4 - Recreational Area: *The residential projects located to the north along Reo Lane are developed in a similar pattern and orientation, and the request for waiver of common recreation area is consistent with existing and potential uses.*

- h. Waiver requests from minimum common amenity area requirements shall further demonstrate that adequate recreation area is available in the immediate vicinity of the proposed development.

Waiver 1 – Front Setback: *The waiver is not for minimum common amenity area requirements and, if approved, will serve as a means to increase functionality of open space and covered space, to maximize livable area while allowing for individual rear yards to be incorporated into the design along with, but not including, landscape buffers.*

Waiver 2 – Rear Setback: *The waiver is not for minimum common amenity area requirements and, if approved, will serve as a means to increase functionality of open space and covered space, to maximize livable area while allowing for individual rear yards to be incorporated into the design along with, but not including, landscape buffers.*

Waiver 3 – Lot size: *The reduction of lot size per dwelling unit required by Section 34-766(1) has no impact on the minimum common amenity area as the waiver serves to allow the owners to utilize the properties as zoned and intended by the Future Use designation.*

Waiver 4 - Recreational Area: *This waiver, as requested, eliminates onsite common amenity area, as there is adequate community recreational space within the surrounding community. Within a 10 minute walk of the development sits FoxTail Palm Park, which consists of approximately 2 acres of recreational area. In addition to FoxTail Palm Park, there is*

Ponytail Palm Park and the Village of Palm Springs Park, which are within a 20 minute walk of the development and which have a combined acreage greater than 20 acres dedicated to recreational activity. Christmas Palm Park is also less than 20 minute walk and provides another 0.28 acres.

- i. Waiver requests from maximum height limitations shall further demonstrate that the additional height will not adversely impact adjacent properties and appropriate setbacks are provided as building height increases.

Waiver 1 – Front Setback: *This request is not involved in building height, and is not applicable.*

Waiver 2 – Rear Setback: *This request is not involved in building height, and is not applicable.*

Waiver 3 – Lot size: *This request is not involved in building height, and is not applicable.*

Waiver 4 - Recreational Area: *This request is not involved in building height, and is not applicable.*

Section 34-1064: Residential planned developments

- (A) *Density.* Density requirements for residential planned developments, or “RPD”, shall be the same as provided for the application future land use designation and cannot be waived.

Response: *The San Jose Palm Springs project is in conformity with the High Density design on the Village of Palm Springs Future Land Use Map, which allows a density range of 10.01 to 19.00 units per acre, and the proposed density is 13.1 units per gross acre.*

- (B) *Building height.* Maximum building height for residential planned developments shall be the same as allowed in the applicable land development district, or 35 feet, whichever is higher.

Response: *The San Jose Palm Springs project consists of a maximum building height of two (2) stories, at 28’3”, being well within the 35’ maximum.*

- (C) *Minimum acreage requirement.* Residential planned developments shall be no less than three acres.

Response: *The residential planned development is necessary to enable development of the townhouse project to allow waiver to the lot size requirements, and as such this minimum size is not applicable.*

(D) *Required open space and common amenity area.*

- a. Common amenity area to all lots shall be provided as specified in this section and shall be used for parks, playgrounds or other recreational purposes.

Response: *No common amenity area is planned to be located within the development, as there are no less than three (3) public common amenity areas within a mile of the proposed development. Additionally, this allows for the space to be allocated to individual rear yards on each unit.*

- b. No more than 40 percent of the residential units within a planned development shall be issued certificates of completion/occupancy until the required common amenity area improvements have been completed in their entirety and open for use and accessible to the residents.

Response: *No common amenity area is planned to be located within the development, as there are no less than three (3) public common amenity areas within a mile of the proposed development. As such, this section is not applicable.*

- c. The minimum total open space requirement for residential planned developments shall be 35 percent of the gross land area of which 20 percent shall be common amenity area.
 - i. The village council shall have the right to determine what improvements, if any, are necessary to ensure the enjoyment, uses, safety, and general welfare of the occupants of the proposed development, and as such may require open space in excess of the percentage requirements contained herein if substantial portions of the applicant's open space is in nonusable areas or of such a nature as it is deemed by the village council as not meeting the recreational needs of the occupants of the residential planned development.
 - ii. In determining what open space and recreational improvements will be necessary, the applicant and the village council shall consider the population to be served, availability and service capabilities of existing public recreation facilities in the village, and the general physical characteristics of the residential planned development site.

Response: *No common amenity area is planned to be located within the development, as there are no less than three (3) public common amenity areas within a mile of the proposed development. As such, this section is not applicable.*

- d. The village shall require that title to the common amenity areas be placed in a form of common ownership by residents of the planned development, such as a duly constituted and legally responsible community association, cooperative or similar entity. Such instrument shall be binding upon the owner and all successors and assigns, and shall constitute a covenant running with the land.

Response: *No common amenity area is planned to be located within the development, as there are no less than three (3) public common amenity areas within a mile of the proposed development. As such, this section is not applicable.*

- e. Maintenance of common amenity areas and facilities. A program for maintenance of all common areas, including open space and recreational facilities, parking areas, utility sites, etc., shall be submitted to the village prior to issuance of a certificate of occupancy. The submission shall include formation of associations, agreements, contracts, deed restrictions, sureties or other legal instruments to guarantee the installation and continued maintenance of such common areas and facilities in draft form at time of preliminary plat approval. All legal instruments shall be recorded in the Public Records of Palm Beach County at time of final plat approval.

Response: *The project site, and all common open spaces will be owned, managed, and maintained by the San Jose Palm Springs Townhome association.*

(E) *Specific residential planned development standards.*

- a. *Setbacks.* Setbacks shall be measured from the property lines of the entire planned development.
 - i. Front (Street) – 25 feet.
 - ii. Side (Interior) – 20 feet.
 - iii. Side (Corner) – 25 feet.
 - iv. Rear – 20 feet.

Response: *Proposed setbacks surrounding the facility are shown on the site plan as being 14 feet at the front (street), no less than 20 feet at the sides, and 10 feet at the rear. Waivers, as described in above sections, are being requested for the front and rear setbacks, to aid in increasing the number of units available within the development, causing it to meet the land use designation of High Density Residential.*

- b. *Lot coverage.* All structures and their accessory buildings within the planned development shall have a maximum lot coverage of 40 percent, based on net area of individual lots.

Response: Lot coverage, based on the net area of the lot, totals in 25.2 percent, which is below the stated requirement of 40 percent within an RM zoned, high density residential parcel.

- c. *Access to off-street parking spaces.* Off-street parking spaces that serve each group of townhouses or each condominium/apartment building shall be located as close as possible to such group or building in an effort to provide direct access to the residential units.

Response: Parking located within the neighborhood is proposed to be directly in front of individual units, providing direct access to residential units.

- d. *Platting requirements.* In single-family and zero-lot line residential planned developments each dwelling unit shall be located on its own platted lot. If access for a common use of occupants of the development are shown on the plat, satisfactory arrangements shall be made for the maintenance of the common open space/common amenity areas and facilities as provided in section 34-1064(e) above. The plat shall indicate the lot lines and easements.

Response: San Jose Palm Springs units are proposed to be platted into individual lots, and a plat will be provided when required.

- e. *Ownership and encumbrance.* A certification of ownership and encumbrance, together with a written option of counsel representing the developer establishing that the developer has unified control of the concerned lands and the unrestricted right to impose all of the covenants and conditions upon the land as are contemplated by the provisions of such regulations, shall be submitted to the village attorney prior to final plat approval. Title to an individual lot or unit shall not pass until a certificate of occupancy is obtained, and no individual lot or unit shall be sold without completely constructed units thereon. A preexisting unit shall be required to meet all requirements of this section, and no preexisting unit shall be conveyed without first having obtained a certificate of occupancy and use.

Response: The San Jose Palm Springs agrees to obtain a certificate of occupancy prior to the sale and/or rental of any individual units.

- f. *Zero-lot line developments.* The minimum separation between zero lot line units shall be ten feet. The wall of the dwelling located on the lot line shall have no windows, doors, air conditioning units or any other type of openings; provided, however, that atriums or courts shall be permitted on the zero lot line side when the court or atrium is enclosed by three walls of the dwelling unit, one of which is a solid wall of the lease eight feet in height, which shall be provided on the zero

lot line. The wall shall be constructed of the same material as exterior walls of the unit.

A perpetual four-foot maintenance easement shall be provided on the lot adjacent to the zero lot line property line. The easement shall be shown on the plat and incorporated into each deed transferring title to the property. Roof overhangs may penetrate the easement on the adjacent lot a maximum of 24 inches, but the roof shall be designed so that water runoff from the dwelling placed on the lot line is limited to the easement area.

Response: *The San Jose Palm Springs project is proposed as a townhouse project and although not zero-lot line, there will be 10' building separation.*



Site Data:

Project Name:	San Jose Palm Springs	
Current Zoning:	RM - Residential Multiple-Family	
Proposed Zoning:	RM - Residential Multiple-Family	
Future Land Use:	High Density Residential - 10.01 to 19.0 RU/ Gross Acres	
Gross Project Area:	79,745 SF	(1.83 Ac.)
Net Project Area:	74,887 SF	(1.72 Ac.)
Proposed Use:	Town Homes	
Lot Coverage:	20,064 sf	(25.2%)

Bldg A Residential	3,344 sf
Bldg B Residential	3,344 sf
Bldg C Residential	3,344 sf
Bldg D Residential	3,344 sf
Bldg E Residential	3,344 sf
Bldg F Residential	3,344 sf

Impervious Area:	40,906 sf	(54.6% of Net Area)	⬇️
Pervious Area:	33,981 sf	(45.4% of Net Area)	⬆️
Landscape Areas		29,824 sf	⬆️
Driveways & Sidewalks (16,629 sf x 0.25)		4,157 sf.	

Open Space Required:	27,911 sf	(35% of Gross Area)
Open Space Provided:	29,655 sf	(37.2% of Gross Area)
Recreation Area Required:	5,582 sf	(35% of Requ. Open Space)

Recreation Area Provided:	Distance to Foxtail Palm Park:	0.3 Miles
	Distance to Village of Palm Springs Park:	1 Mile

Total Number of Units: 24

Max. Gross Density Allowed: 19 DU/Ac.

Gross Density Provided 13.1 DU/Ac.

Parking Spaces Required: 75 Spaces

2.5 Spaces/Unit 60 Spaces

Guest (25%) 15 Spaces

Parking Spaces Provided: 88 Spaces (not counting garages)

Proposed Building Height: 2 Stories, 28'-3"

Building Setbacks:

	Required	Proposed
Front	25'	14'
Rear	20'	10'
Side (interior)	20'	20'
Side (corner)	25'	NA

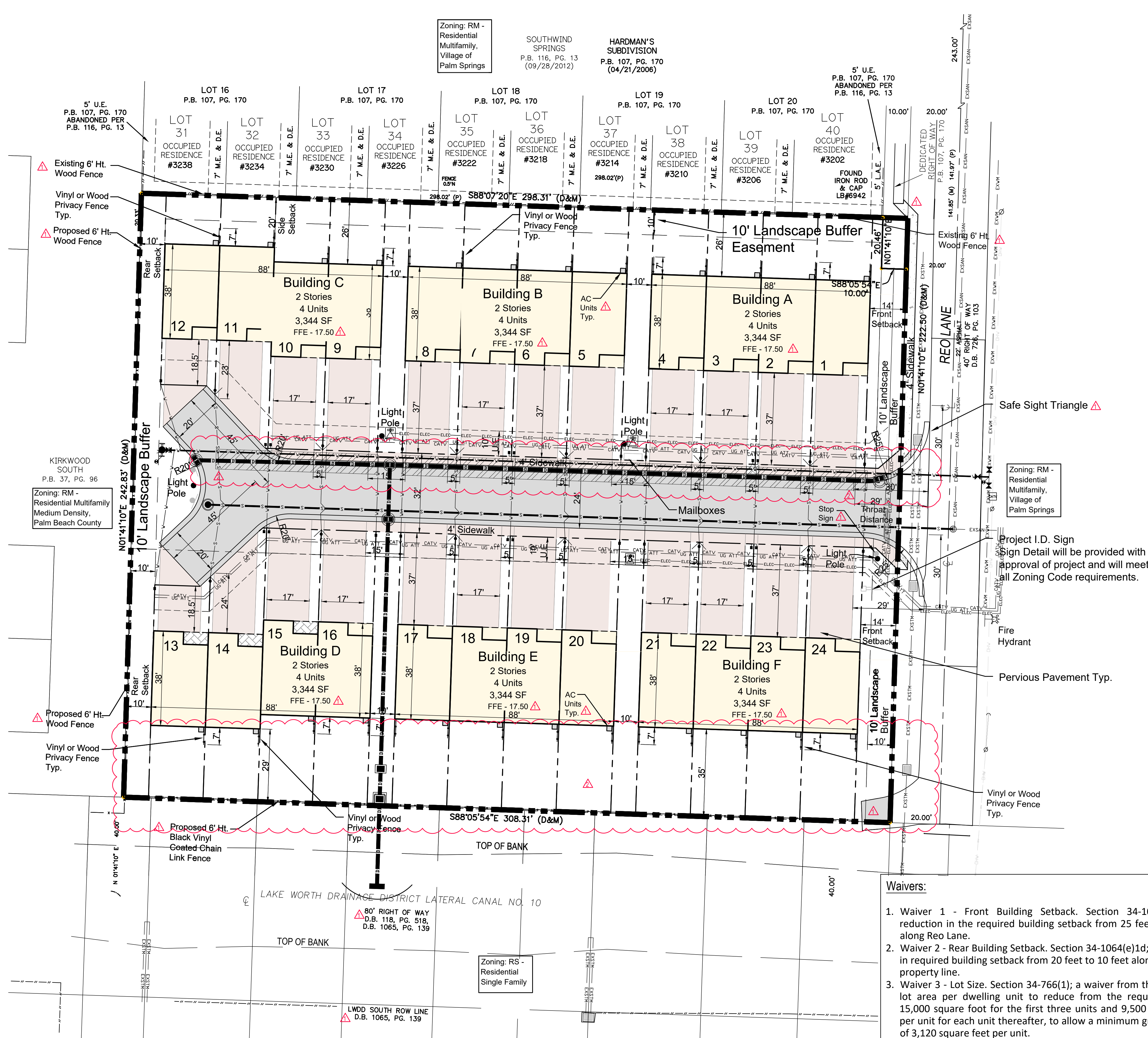
Note:

Notes:
All driveway/sidewalk paving to utilize pervious pavement approved by the Village.

Sign Detail will be provided with approval of project and will meet all Zoning Code requirements.

SITE PLAN

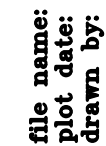
SAN JOSE PALM SPRINGS



Waivers:

1. Waiver 1 - Front Building Setback. Section 34-1064(e)1a; a reduction in the required building setback from 25 feet to 14 feet along Reo Lane.
2. Waiver 2 - Rear Building Setback. Section 34-1064(e)1d; a reduction in required building setback from 20 feet to 10 feet along with west property line.
3. Waiver 3 - Lot Size. Section 34-766(1); a waiver from the minimum lot area per dwelling unit to reduce from the requirement for 15,000 square foot for the first three units and 9,500 square feet per unit for each unit thereafter, to allow a minimum gross lot area of 3,120 square feet per unit.
4. Waiver 4 - Recreational Area. Section 34-1064(d)3; exclusion of the required common amenity area.
- △ 5. Waiver 5 - Parking Space Width. Section 34-1328; to allow a minimum parking space width of 8'.
- △ 6. Waiver 6 - Minimum Acreage of Residential Planned Development. Section 34-1064(c) to allow a Residential Planned Development of 1.72 acres.

file name:
plot date:
drawn by:



PLANT SCHEDULE

QUANTITY		BOTANICAL NAME <i>COMMON NAME</i>	SPECIFICATIONS	SPACING	NATIVE	DROUGHT TOLERANT
TREES AND PALMS						
AM	18	Adonia merrilli <i>Christmas Palm</i>	8' C.T. Single Trunk	As shown	N	H
AR	14	Acer rubrum <i>Red Maple</i>	12' ht., 5' spr., 2" cal.	As shown	Y	H
CE	7	Conocarpus erectus 'Cericeus' <i>Silver Buttonwood</i>	12' ht., 5' spr., 2" cal.	As shown	Y	H
IA	10	Ilec x attenuata <i>East Palatka Holly</i>	12' ht. x 5' spr., 2" cal, full	As shown	Y	H
LI	9	Lagerstroemia indica <i>Crape Myrtle</i>	12' ht. x 5' spr., 2" cal, full	As shown	N	H
QV	13	Quercus virginiana <i>Live Oak</i>	12' ht. x 5' spr., 2" cal, full	As shown	Y	H
SP	6	Sabal palmetto <i>Sabal Palm</i>	8' ct. - 14' ct., staggered	As shown	Y	H
TD	4	Taxodium distichum <i>Bald Cypress</i>	12' ht. x 5' spr., 2" cal., full crown	As shown	Y	H
WB	6	Wodyetia bifurcata <i>Foxtail Palm</i>	8' ct.	As shown	N	H
LARGE AND MEDIUM SHRUBS						
CLU	214	Clusia guttifera <i>Small Leaf Clusia</i>	36" ht. x 24" spr., full	30" o.c.	Y	H
CRI	6	Crinum asiaticum <i>Crinum Lily</i>	#15, 36" oh., full, pink & white flower	As shown	N	M
JAT	2	Jatropha integerrima Jatropha	#15, 36" oh., full	As Shown	N	H
POD	45	Podocarpus macrophyllus Podocarpus	5' ht, 18" spr	24" o.c.	N	H
VIB	231	Viburnum obovatum <i>Walter's Viburnum</i>	36" ht. x 24" spr., full	30" o.c.	Y	H
SMALL SHRUBS, GROUNDCOVERS AND VINES						
FIC	200	Ficus microcarpa 'Green Island' <i>Green Island Ficus</i>	12" ht. x 14" spr.	24" o.c.	N	H
ILE	60	Ilex vomitoria 'Nana' <i>Dwarf Yaupon Holly</i>	#3, 12"-14" spr., full	24" o.c.	N	H
LIR	434	Liriope muscari 'Big Blue' <i>Big Blue Liriope</i>	#1, 10"-12"spr., full	12" o.c.	N	H
MUH	152	Muhlenbergia capillaris <i>Muhly Grass</i>	#3, 12"-14" spr., full	24" o.c.	Y	H
SCH	133	Schefflera arboricola "Trinette" <i>Dwarf Variegated Schefflera</i>	#3, 18" ht. x 18" spr., full	24" o.c.	N	H
SOD		St. Augustine "Floritam"	Solid Sod		N	L
BAH		Bahia Sod	Solid Sod		N	H

Notes:

1. All lawn and grassed areas noted as "sod" shall receive Stenotaphrum secundatum - St. Augustine Floritam solid sod as required.

2. All groundcover areas, shrubs, and tree rings shall receive a minimum of 3" of an approved commercial grade cypress mulch and Pine straw mulch if indicated on the landscape plans.

3. All plant material shall conform to the standards for Florida #1 or better as given in "Grades and Standards for Nursery Plants," unless otherwise noted.

4. The owner will supply all proposed plant material with 100% irrigation (automatic) coverage (with 50% overlap minimum) within ten days of initial installation.

5. All plant hole backfill to be a sandy loam top soil. Use 2 parts of existing soil, 1 part topsoil and 1 part organic compost for backfill.

6. Tabularized fertilizer shall be provided for all trees, palms, and shrubs and shall be equal to Agriform planting tablets (20-10-5) 21 gram, applied in conformance with the manufacturer's specifications.

7. In the event of discrepancy, the planting plan shall take precedence over the plant list.

8. All plant material and construction methods shall conform to all applicable landscape ordinances and Design Guidelines.

9. Plant all trees and palms high (2"-6") above finished grade.
10. The Landscape Architect may inspect trees and shrubs whether at place of growth or at site before planting, for compliance with the requirements for genus, species, variety, size and quality. Landscape Architect retains right to further inspect trees and shrubs for size and condition of balls and root systems, insects, injuries and latent defects, and to reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately from project site.

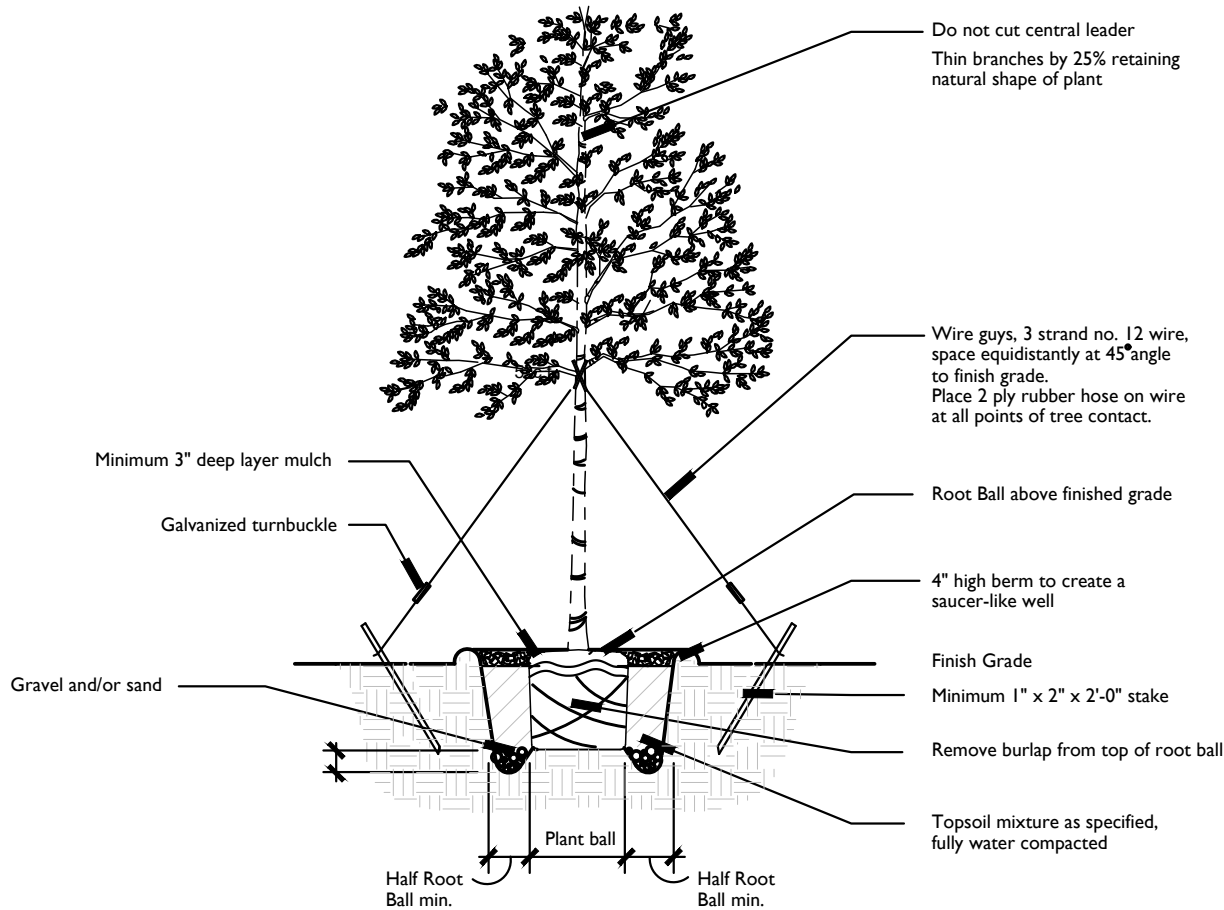
11. No substitutions will be acceptable. If specified landscape material is not obtainable, submit proof of non-availability to Landscape Architect, together with the proposal for use of equivalent material.

12. Contractor to confirm any underground utility locations.

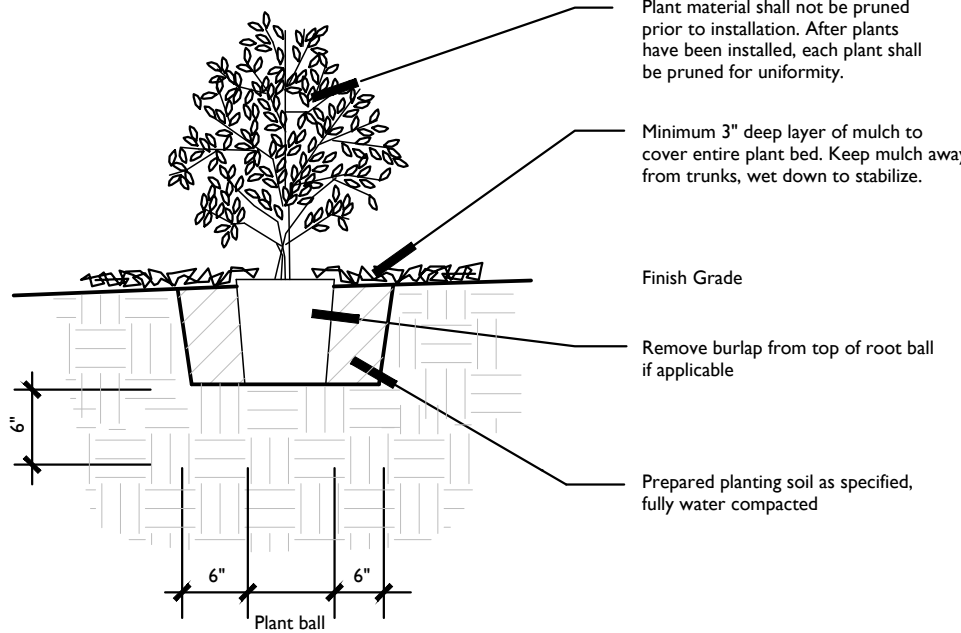
13. Provide root barrier whenever tree is closer then 10' to any underground



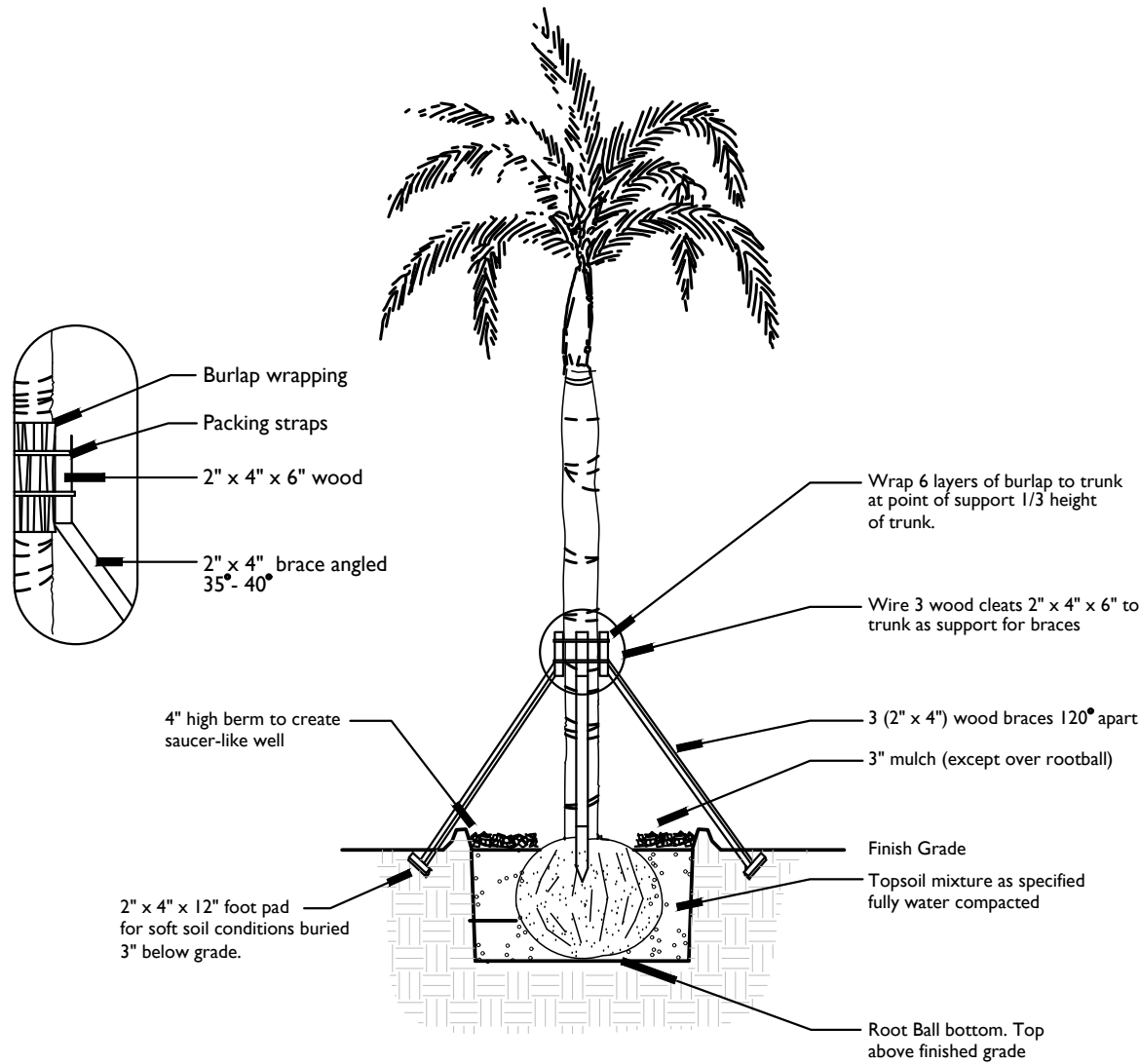
PLANT LIST & DETAILS



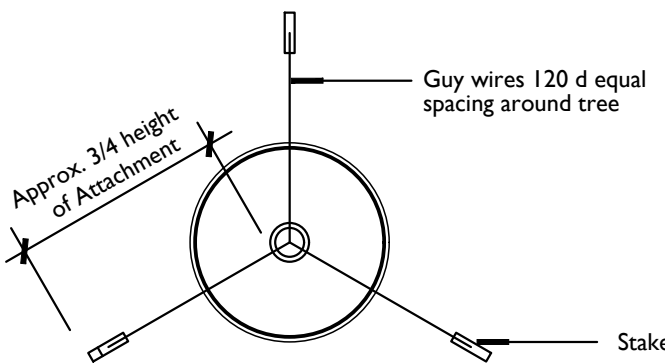
TYPICAL LARGE TREE PLANTING DETAIL
NOT TO SCALE



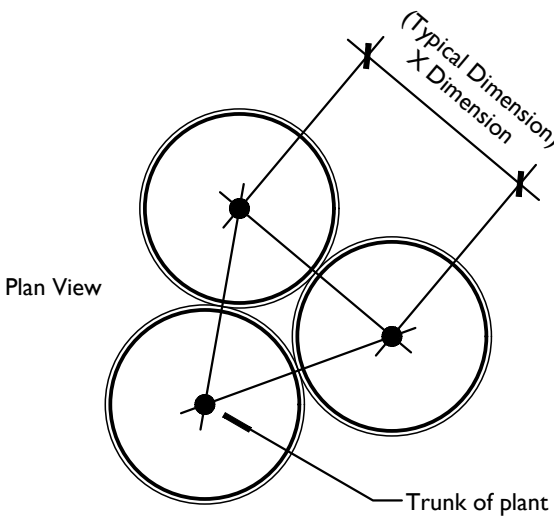
TYPICAL SHRUB PLANTING DETAIL
NOT TO SCALE



TYPICAL LARGE PALM PLANTING DETAIL
NOT TO SCALE



TYPICAL TREE GUYING DETAIL
NOT TO SCALE



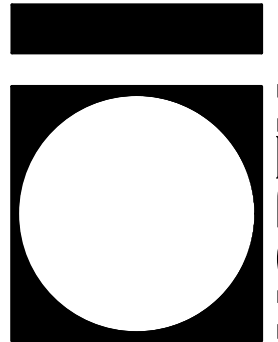
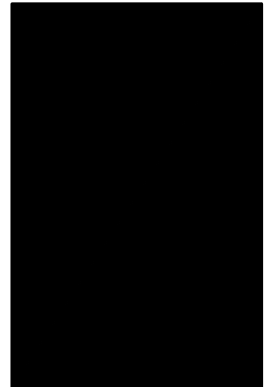
TYPICAL PLANT SPACING DETAIL
NOT TO SCALE

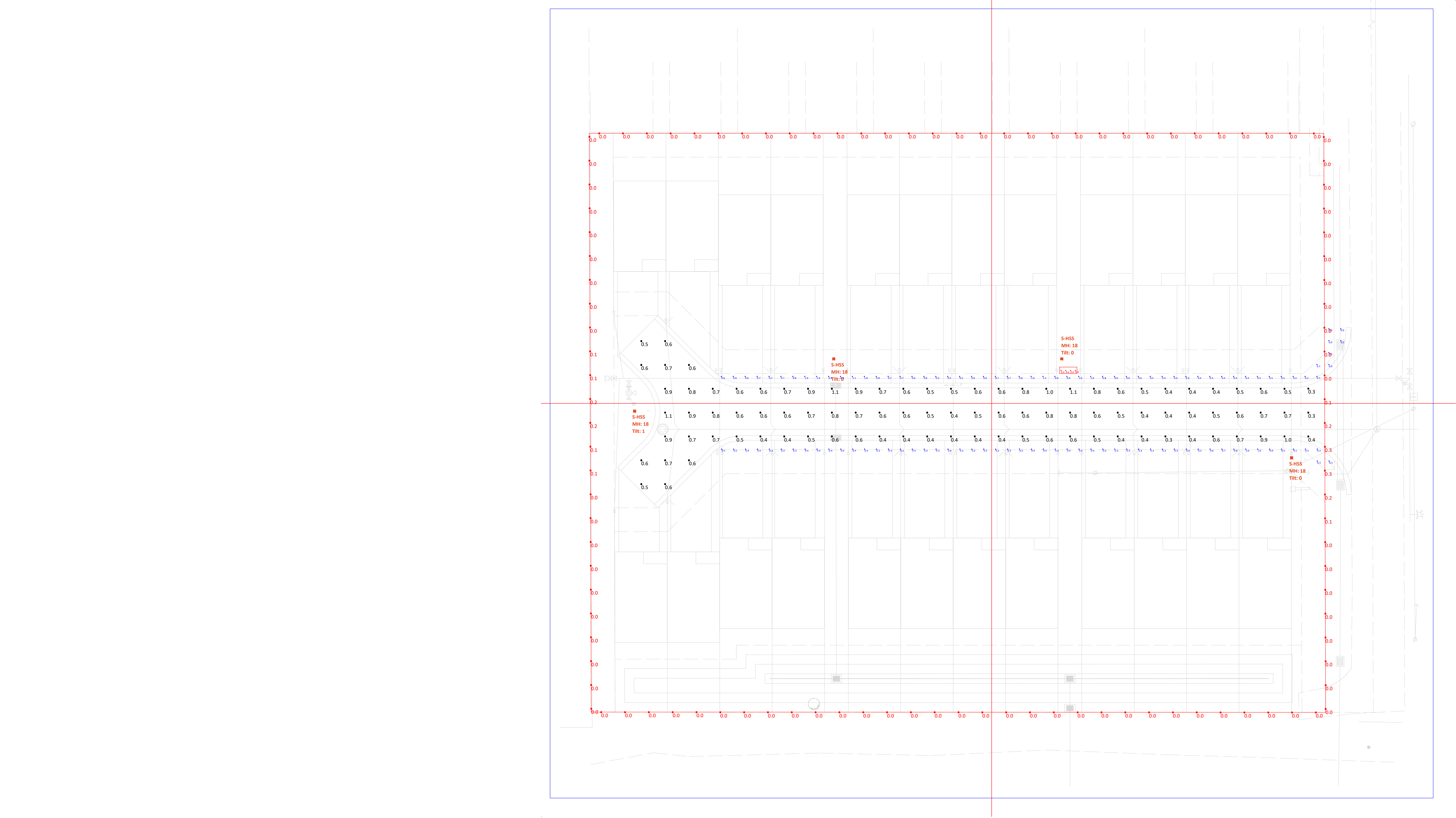
Landscape Requirements:

Net Project Area:	Required	Provided:
		74,887 SF (1.72 Ac.)
Tree Requirement:		
Trees(1 Tree/1,500 sf)	50 Trees	50 Trees
Perimeter Buffers:		
North Buffer - 309 lf		
Category 2 Buffer (adjacent to Residential)		
Trees required: (1 tree/20 lf)	16 Trees	16 Trees
3' Ht. Hedge		
West Buffer - 243 lf		
Category 2 Buffer (adjacent to Residential)		
Trees required: (1 tree/20 lf)	13 Trees	13 Trees
3' Ht. Hedge		
East Buffer - 243 lf less 32 lf Driveway = 211 lf		
Category 6 Buffer (adjacent to local road)		
Trees required: (1 tree/20 lf)	11 Trees	11 Trees
3' Ht. Hedge, 2 Tiers		

Native Requirements:

Required: 40% of vegetation		
Native plants required (1,467 x 0.4)	587 Plants	663 (45%)





Scale: 1 inch= 25 Ft.

LIGHTING PARAMETERS:

Luminaire Schedule								
Symbol	Qty	Label	Arrangement	LLF	Description	Arr. Watts	Arr. Lum. Lumens	Mounting Height
	4	S-HSS	Single	0.950	WFCL3 P10 27K xxxx FC4 HSS	38.96	3364	18

Calculation Summary									
Label	Units	Avg	Max	Min	Avg/Min	Max/Min	PtSpclr	PtSpcTb	Grid Z
Mailbox	Fc	0.65	0.8	0.6	1.1	1.3	2	2	0
Property Line @6FT	Fc	0.02	0.3	0.0	N.A.	N.A.	10	10	6
Reo Lane Town Homes Roadway	Fc	0.61	1.1	0.3	2.0	3.7	10	10	0
Sidewalk North	Fc	0.57	1.1	0.0	N.A.	N.A.	5	5	0
Sidewalk South	Fc	0.40	1.0	0.1	4.0	10.0	5	5	0

Design Notes:

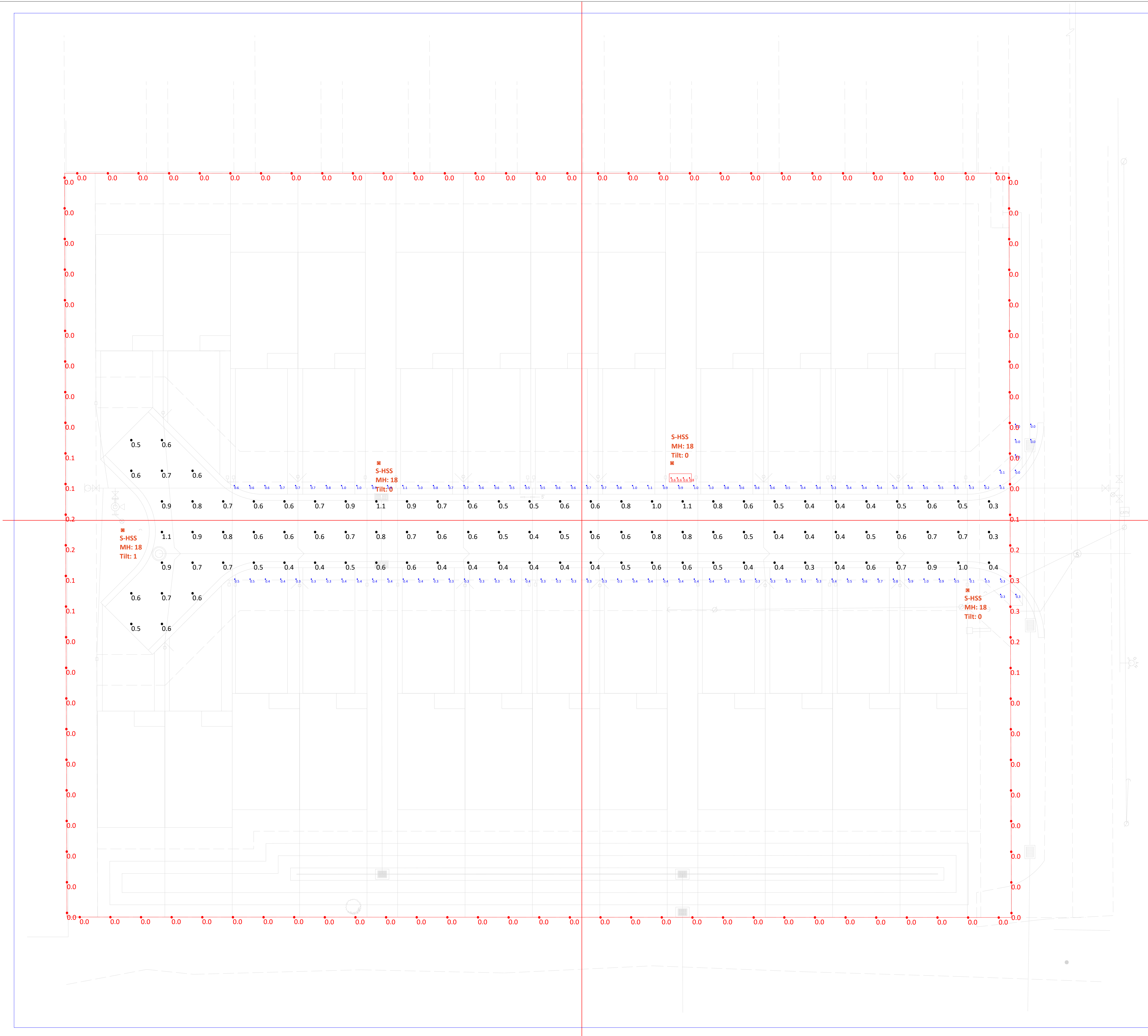
This lighting design shall only be used to verify that the proposed light fixtures meet the foot-candle requirements of this project. This design does not consider the wind or load rating of the proposed light poles.

Note on this Design:
This report makes no representations in regard to Lighting Design or Specification, rather it attempts to accurately reflect the photometric results of a design, as approved by others.
Note on these Photometric Calculations:

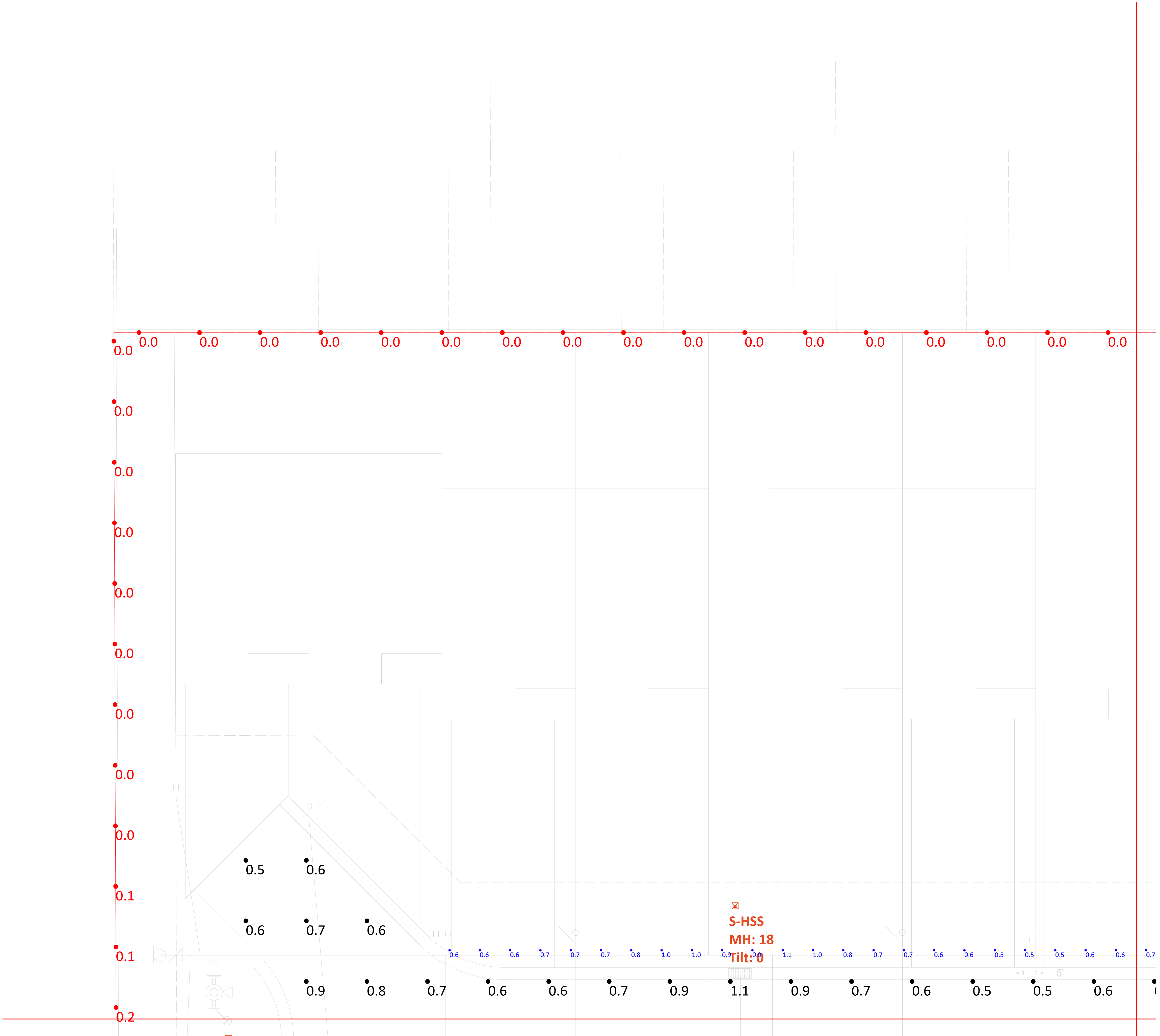
This analysis is a mathematical model and can be only as accurate as is permitted by the third-party software and the IES standards used. All digital CAD data appear to be accurate, however, this apparent accuracy is an artifact of the techniques used to generate it and is in no way intended to imply accuracy in the real world.

There are many factors that will impact the actual performance of lighting in the constructed space, including: the accuracy of the original source (Ies) files supplied by the manufacturer, input voltage ballast variances, actual finish values in the constructed environment, manufacturing variations in both the source (lamp) and the luminaire, final luminaire placement, obstructions, and installation quality. Further, field measurement itself is subject to errors arising from measuring methods and/or technology selected, and the knowledge/ability of the measuring party. While the creator of this lighting study makes every effort to ensure accuracy, they cannot be held liable for any errors. The recipient of this lighting study understands and accepts that the likelihood of scaling error increases when no .DWG file or other properly dimensioned drawing is provided to the designer.

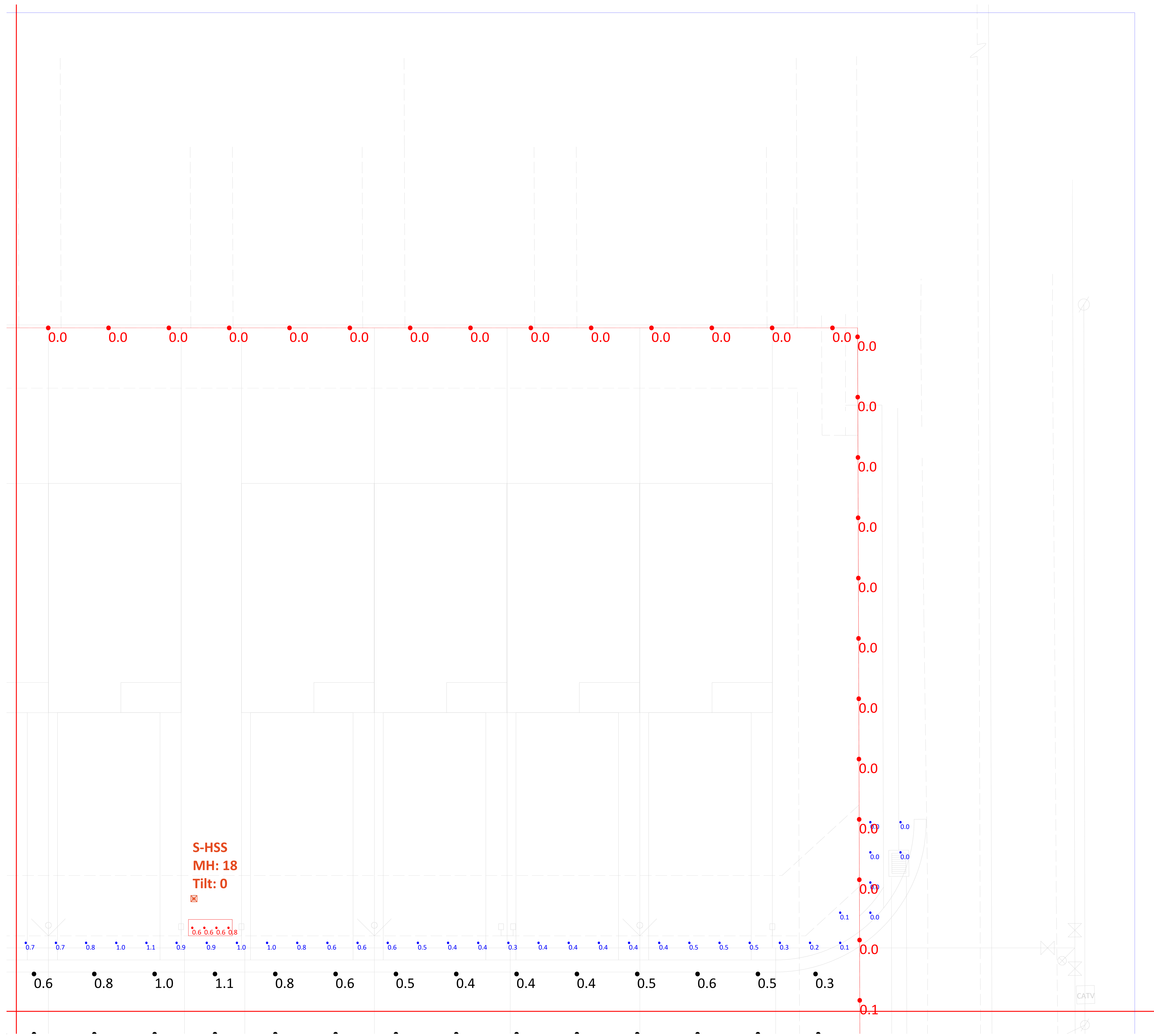
NB: Reflective Values have a significant effect on light levels, the end-user of the document should confirm these values before accepting the results of any photometric report.



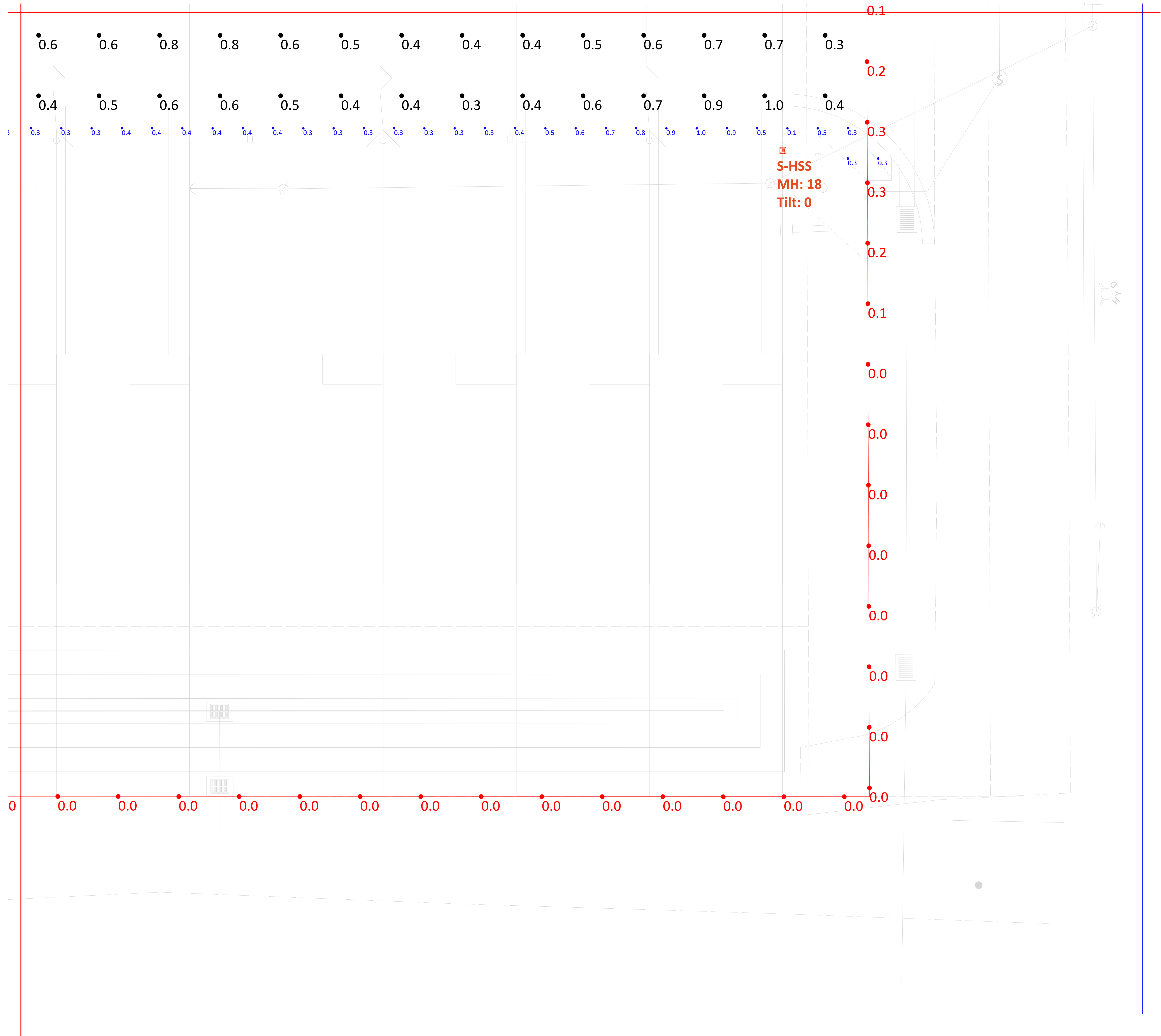
Scale: 1 inch= 15 Ft.



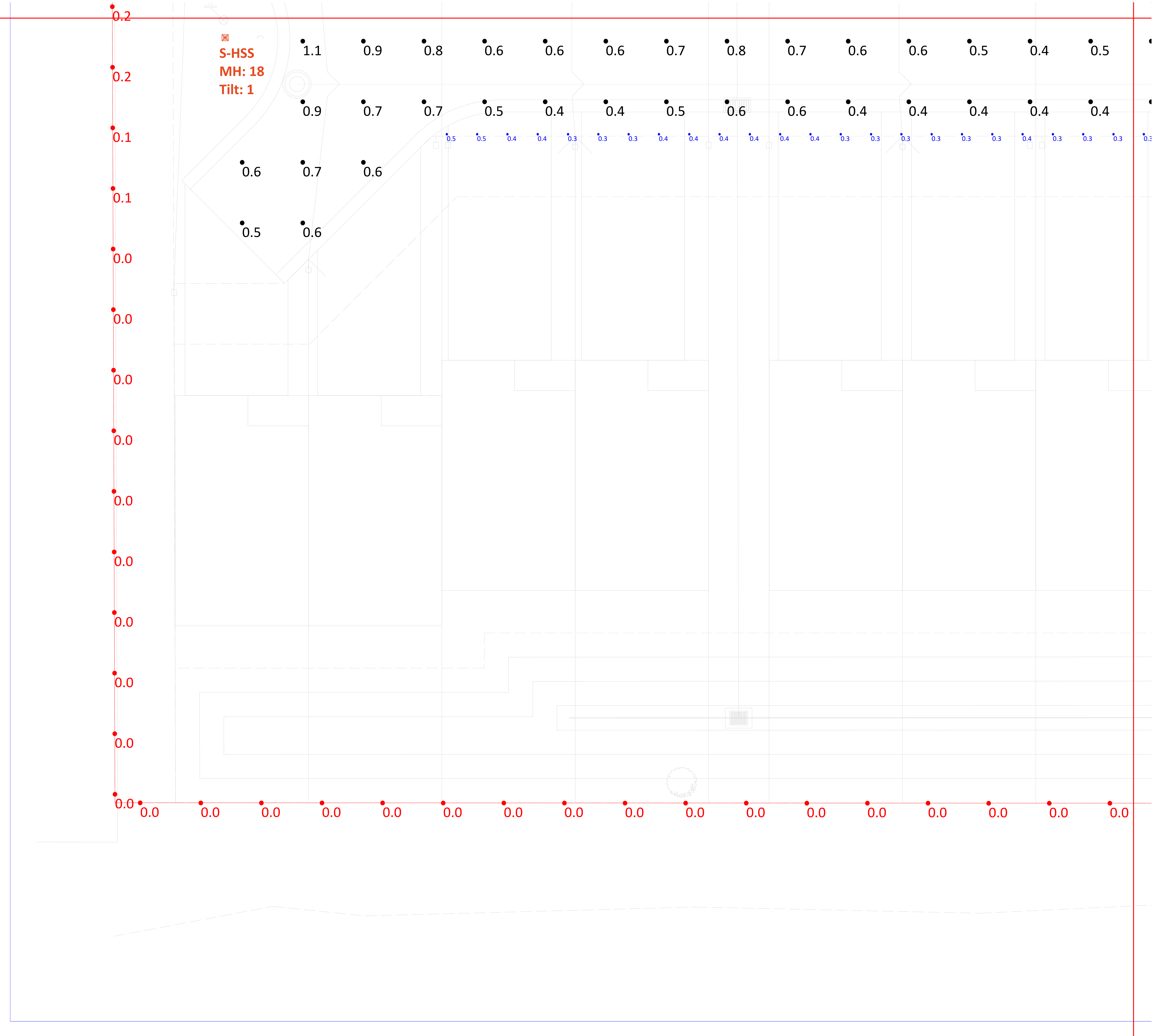
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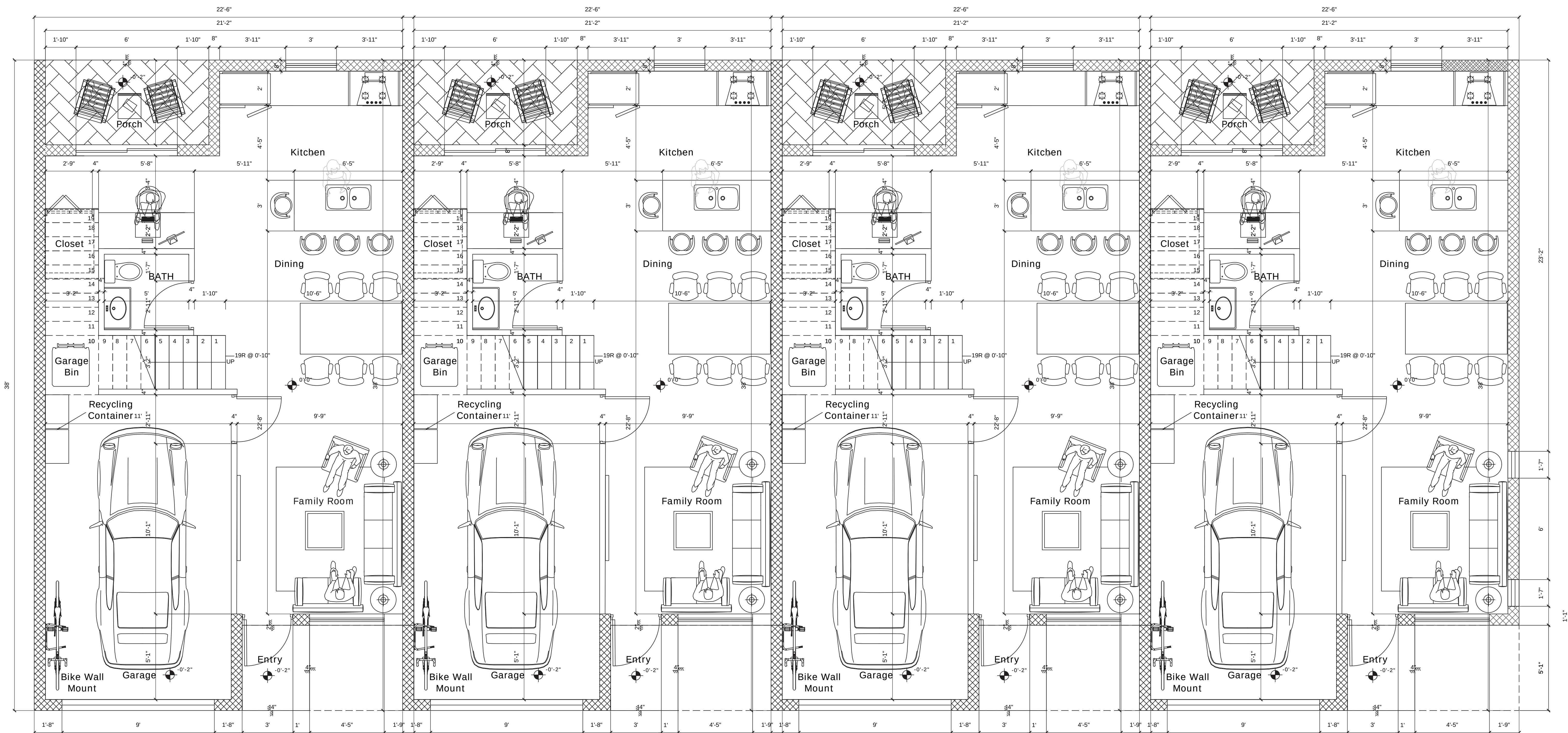
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Scale: 1 inch= 8 Ft.



Scale: 1 inch= 8 Ft.



TOWNHOMES FIRST FLOOR PLAN

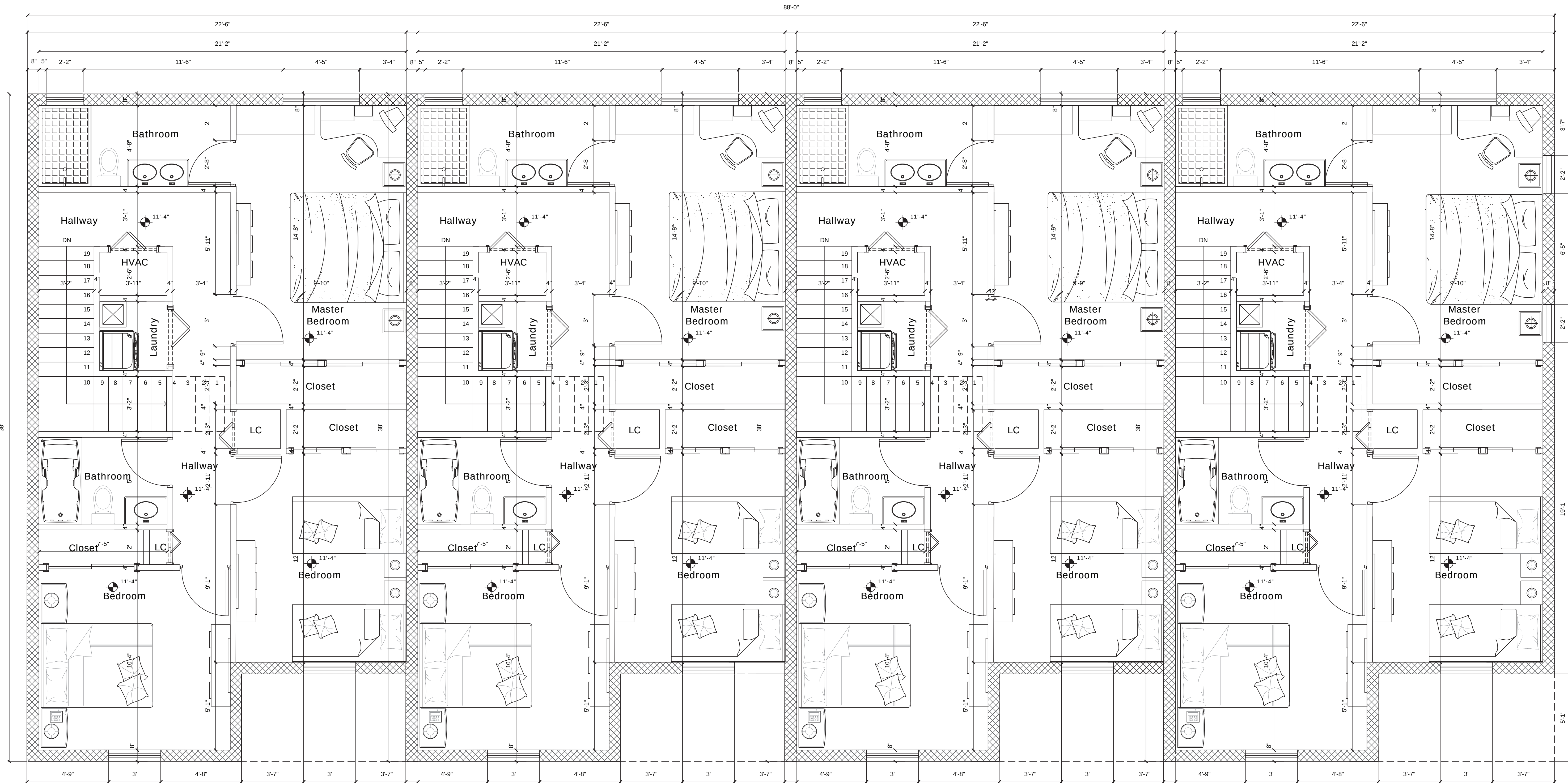
TYPICAL BUILDING A, B

SAN JOSE PALM SPRINGS
TOWNHOMES



A001

SHEET



TOWNHOMES SECOND FLOOR PLAN

TYPICAL BUILDING A,B

SAN JOSE PALM SPRINGS
TOWNHOMES

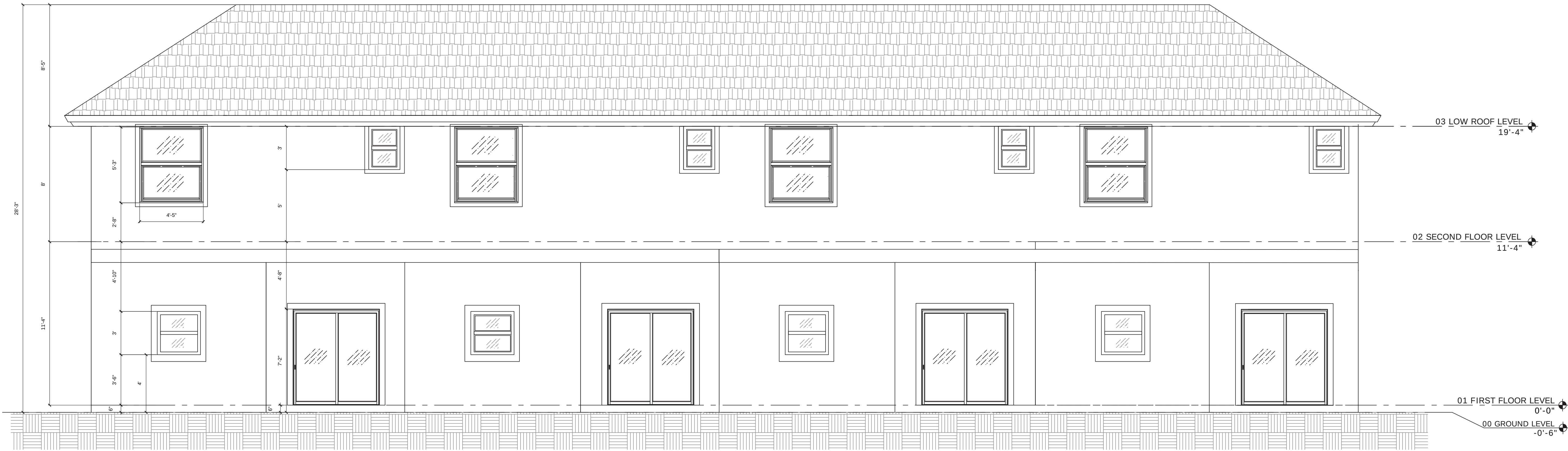


A002

SHEET NORTH



BUILDING A / B FRONT ELEVATION (SOUTH)

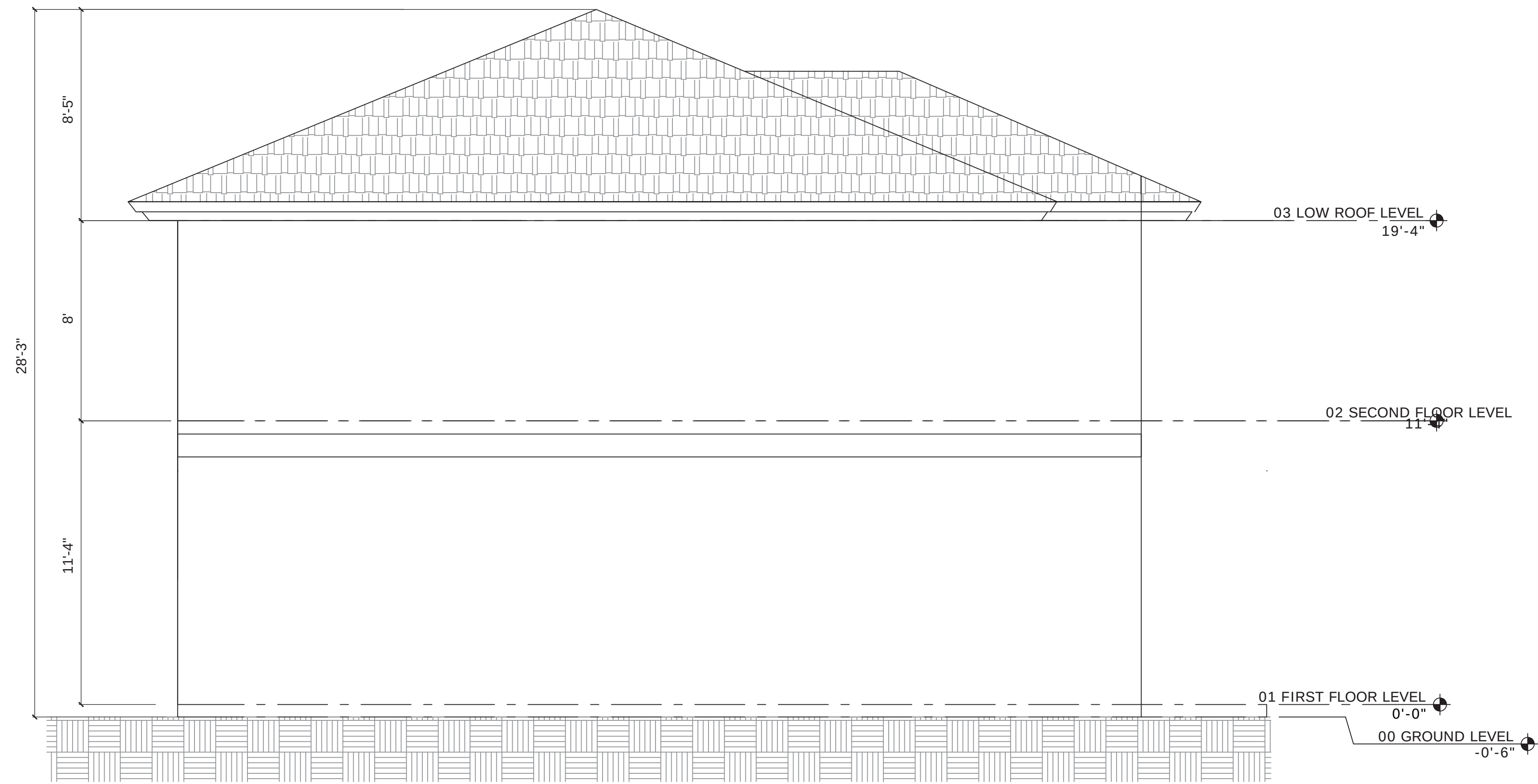


BUILDING A / B REAR ELEVATION (NORTH)

TYPICAL BUILDING A,B

SAN JOSE PALM SPRINGS
TONWHOMES

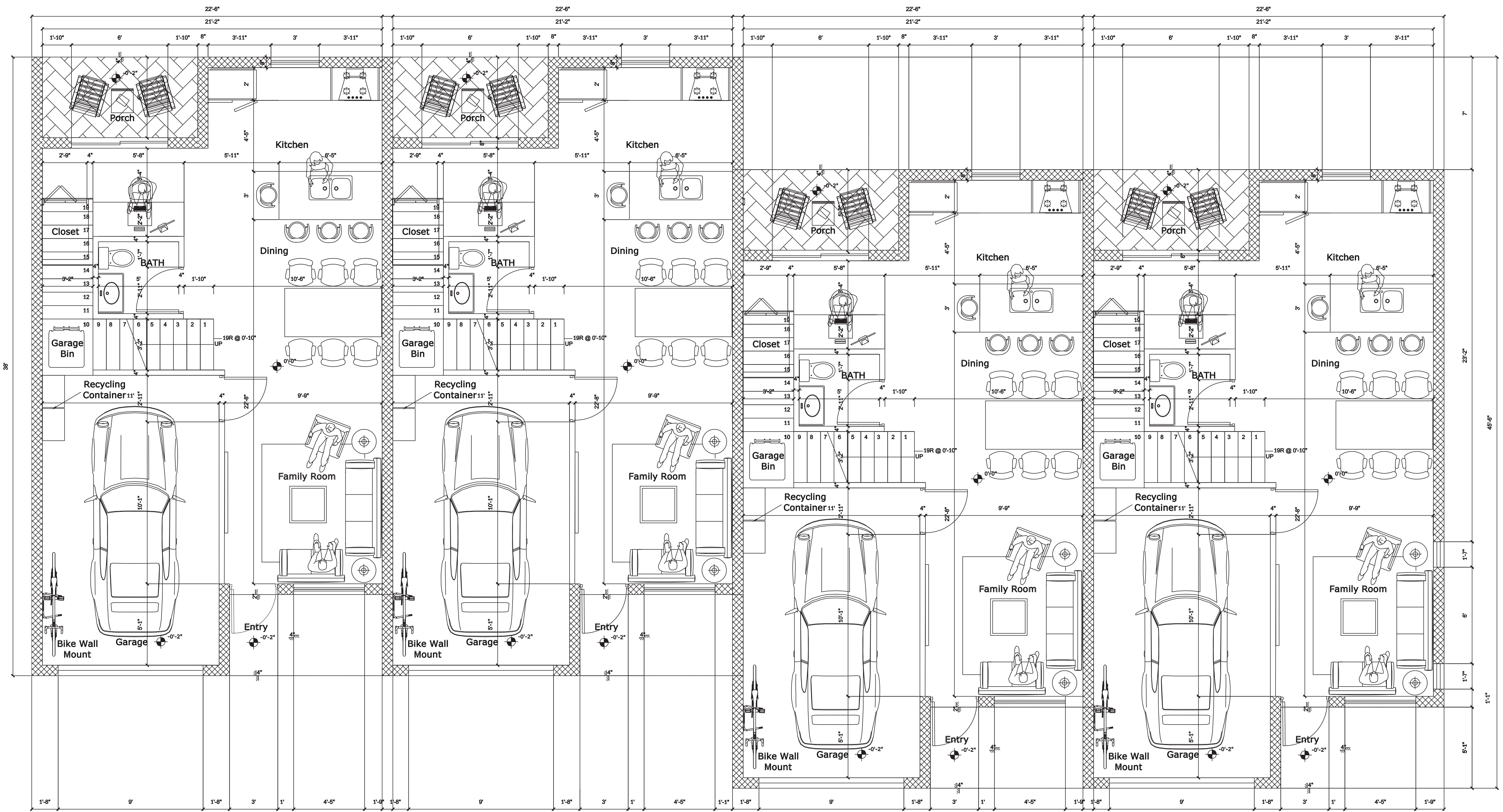
A201



BUILDING A / B SIDE ELEVATION (WEST)



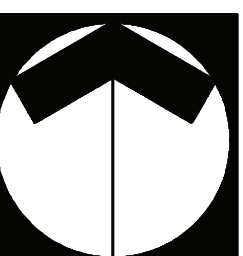
BUILDING A / B SIDE ELEVATION (EAST)



TOWNHOMES FIRST FLOOR PLAN

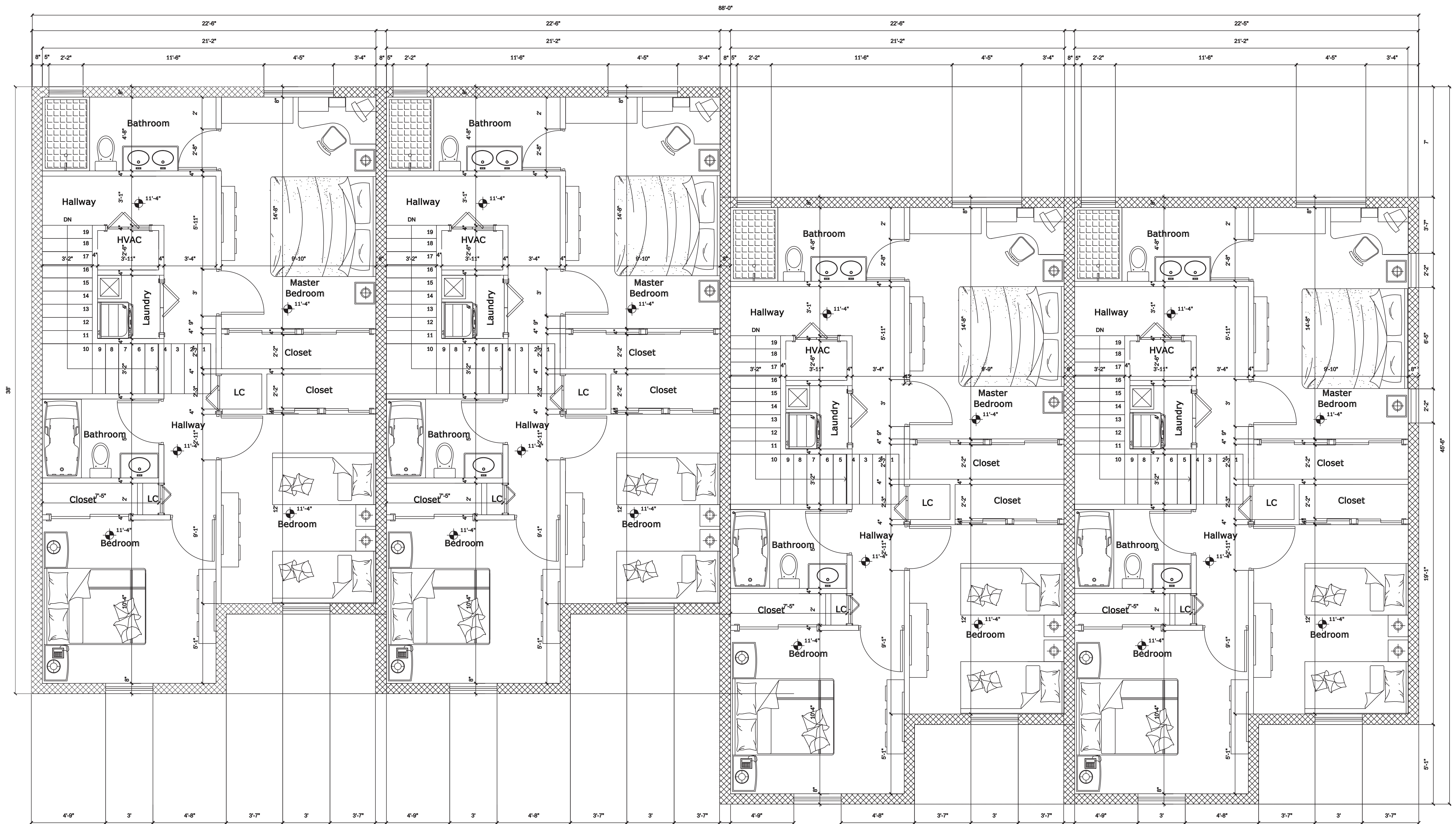
TYPICAL BUILDING C

SAN JOSE PALM SPRINGS
TOWNHOMES



A002

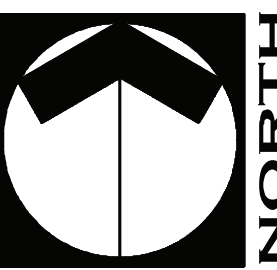
SHEET NORTH



TOWNHOMES SECOND FLOOR PLAN

TYPICAL BUILDING C

SAN JOSE PALM SPRINGS
TOWNHOMES

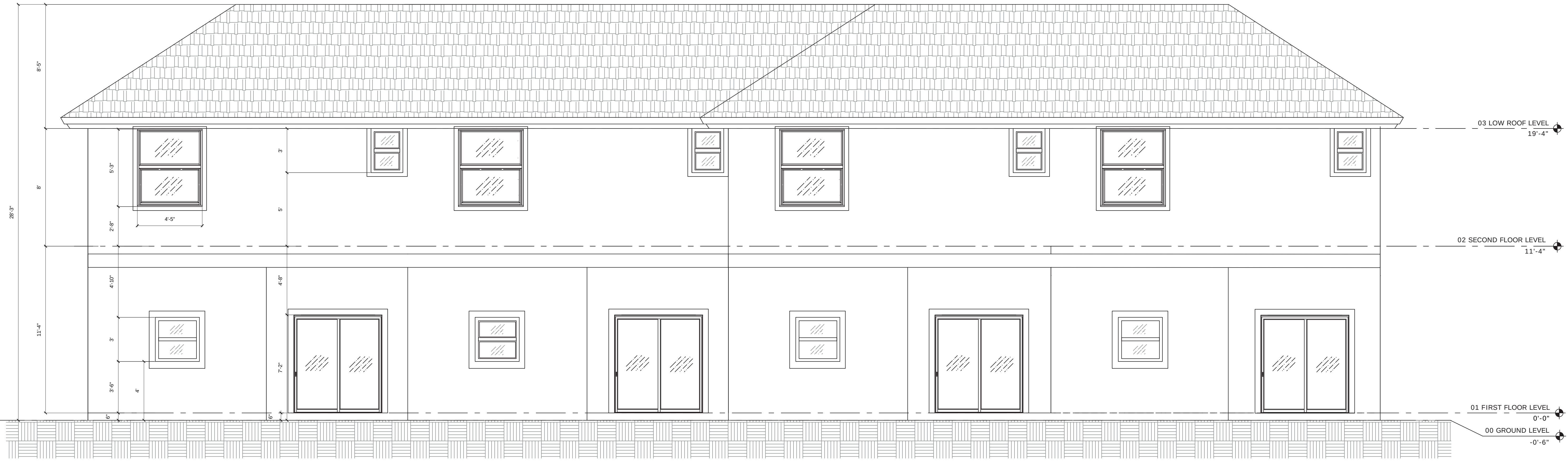


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SHEET NORTH



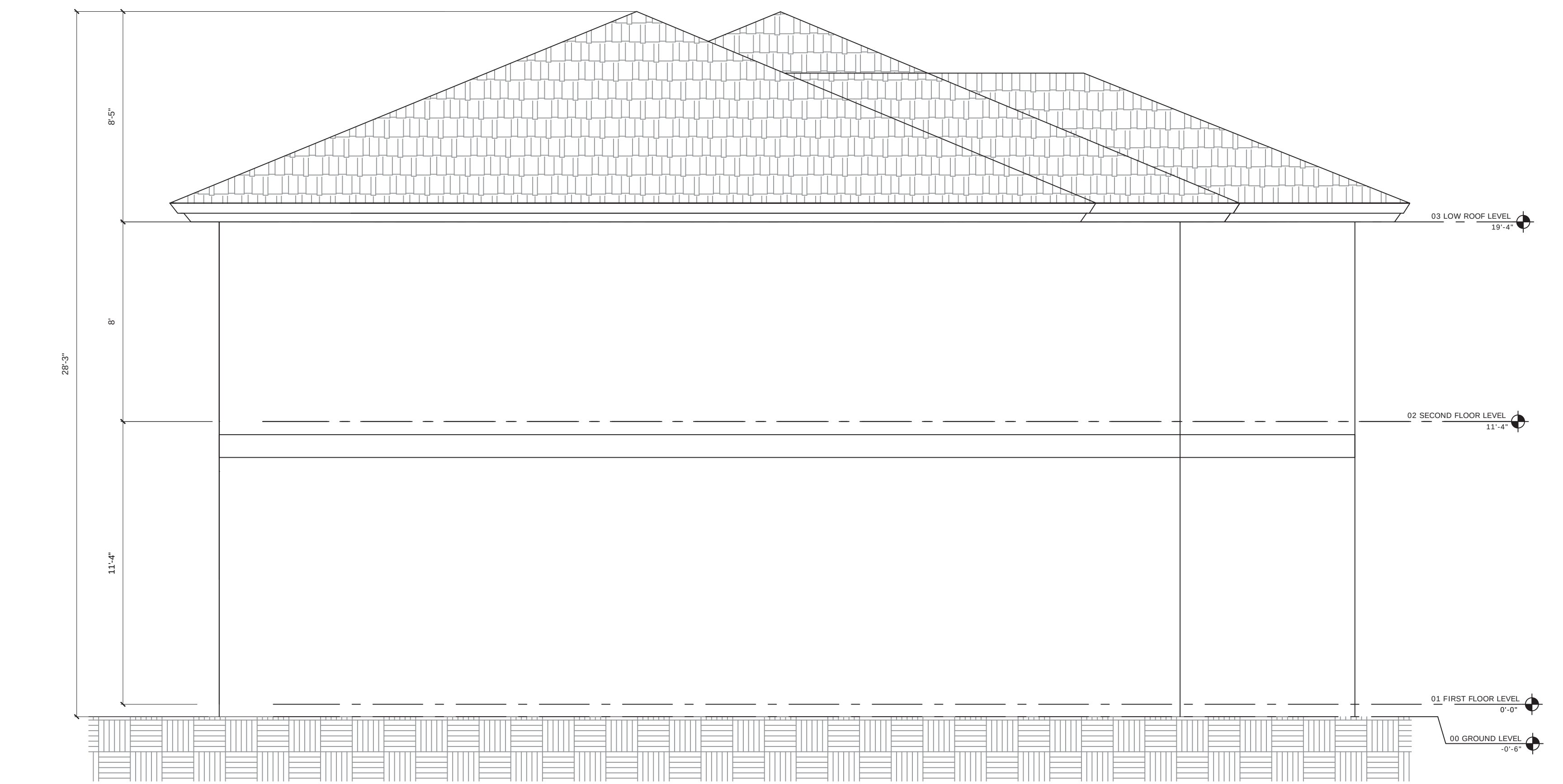
BUILDING C FRONT ELEVATION (SOUTH)



BUILDING C REAR ELEVATION (NORTH)

TYPICAL BUILDING C

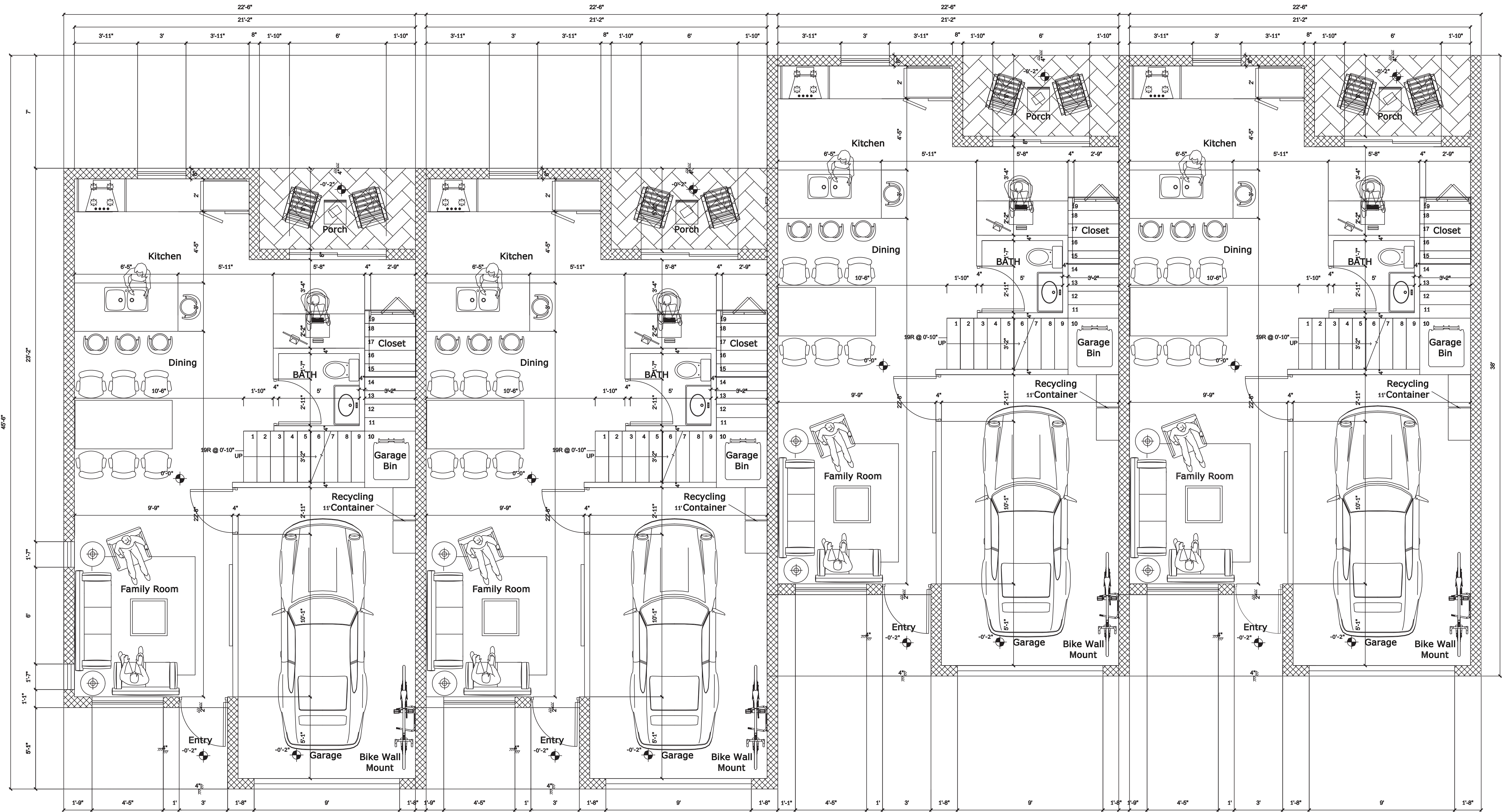
SAN JOSE PALM SPRINGS
TONWHOMES



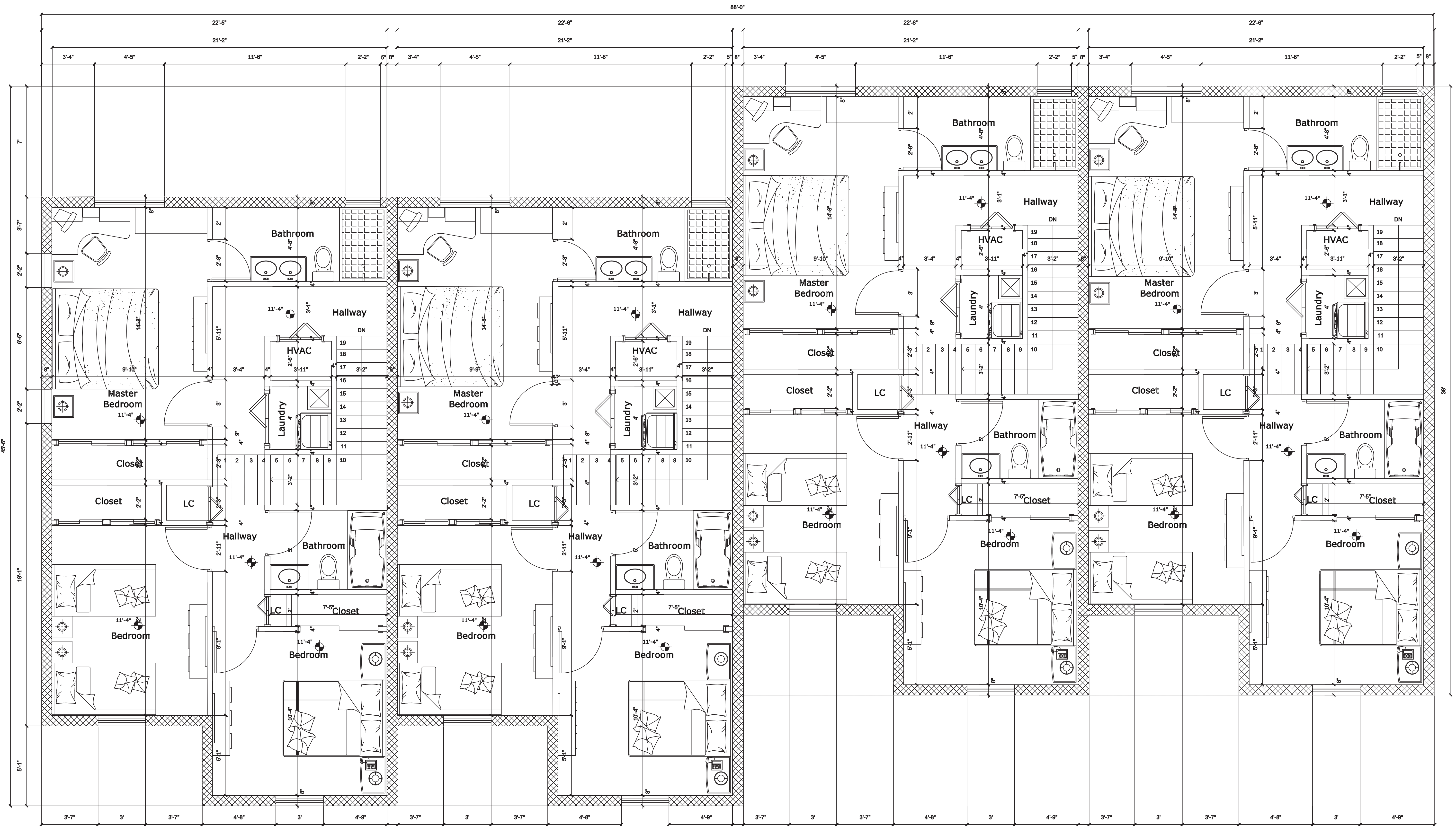
BUILDING C SIDE ELEVATION (WEST)



BUILDING C SIDE ELEVATION (EAST)



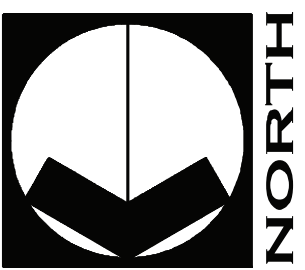
TOWNHOMES FIRST FLOOR PLAN



TOWNHOMES SECOND FLOOR PLAN

TYPICAL BUILDING D

SAN JOSE PALM SPRINGS
TOWNHOMES

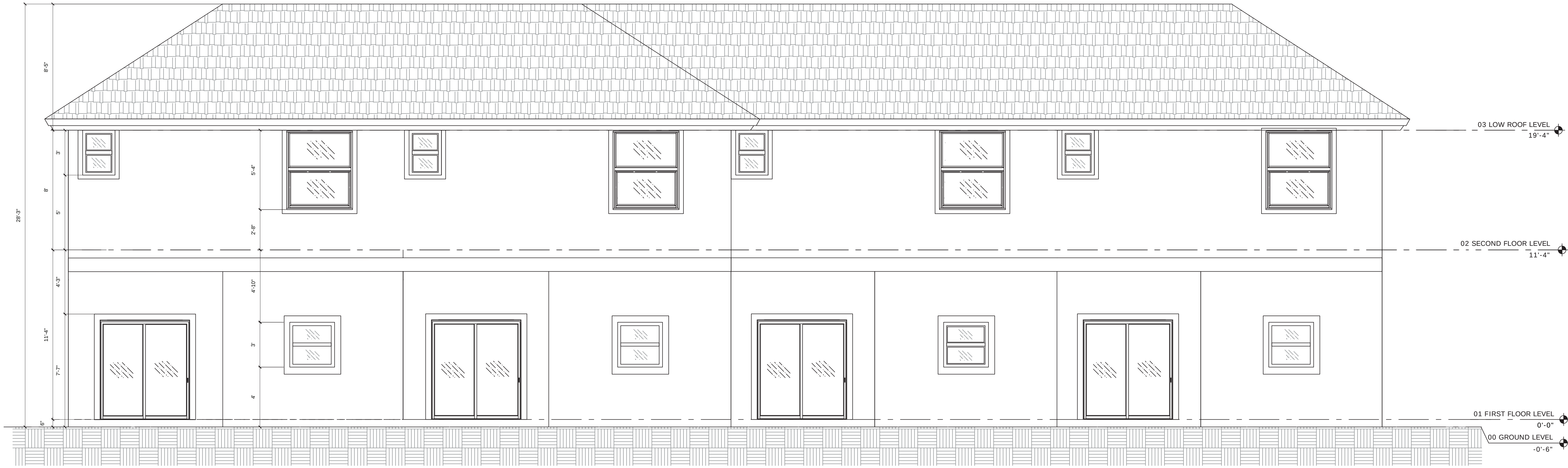


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SHEET NORTH



BUILDING D FRONT ELEVATION (SOUTH)

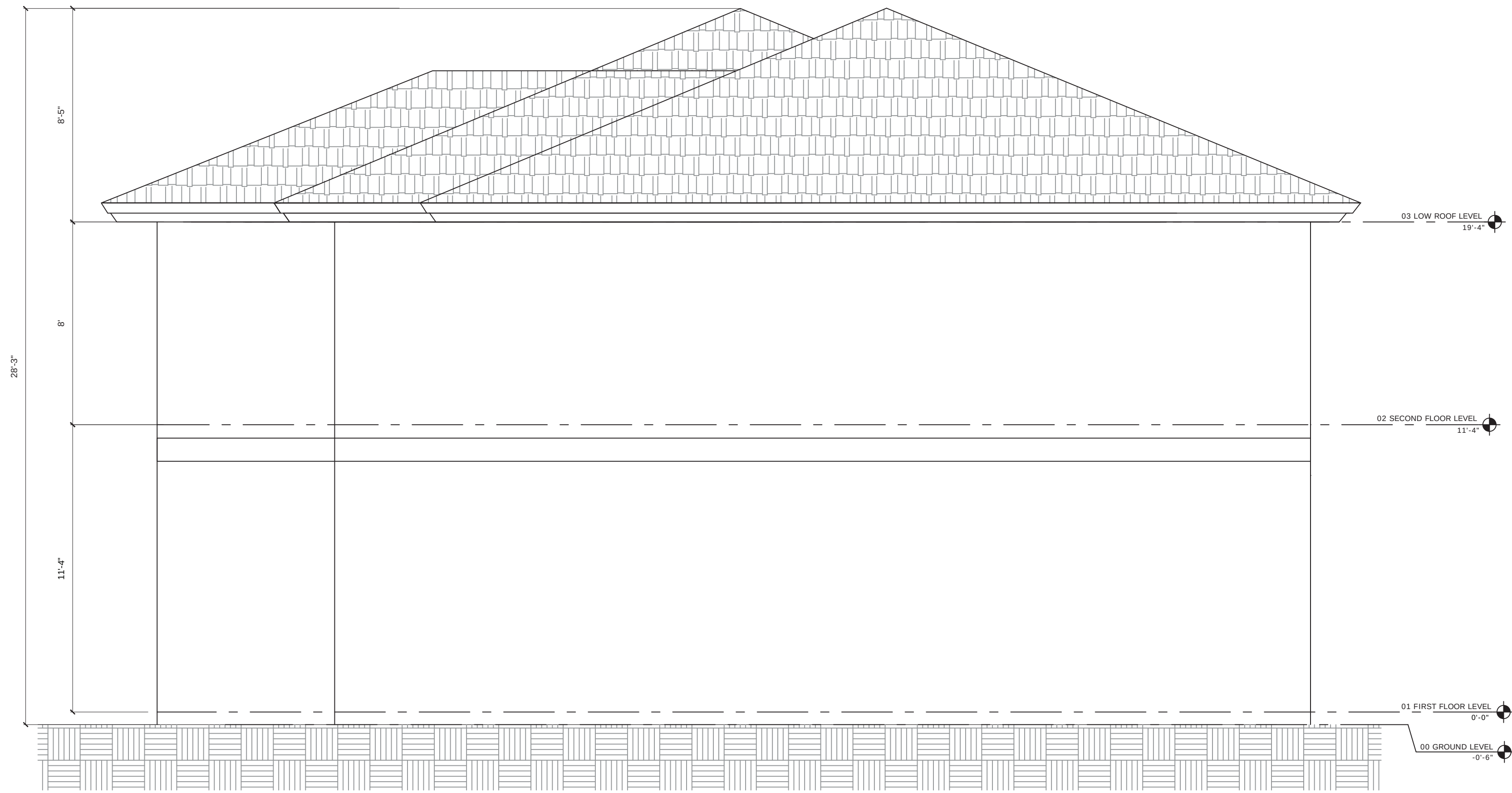


BUILDING D REAR ELEVATION (NORTH)

TYPICAL BUILDING D

SAN JOSE PALM SPRINGS
TONWHOMES

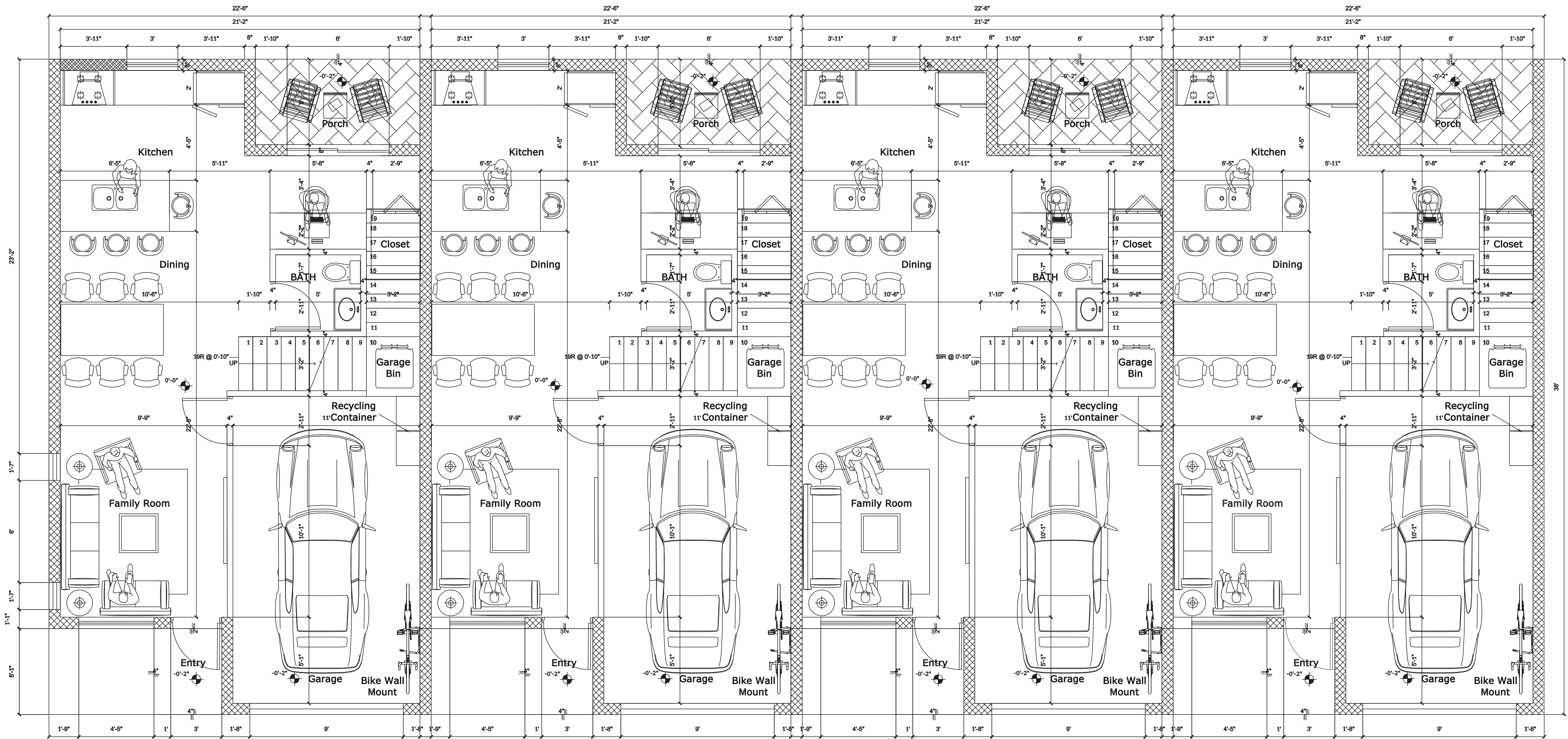
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BUILDING D SIDE ELEVATION (WEST)



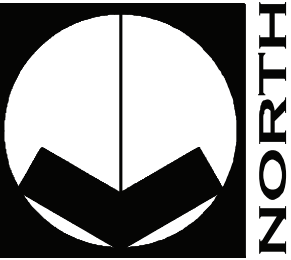
BUILDING D SIDE ELEVATION (EAST)



TOWNHOMES FIRST FLOOR PLAN

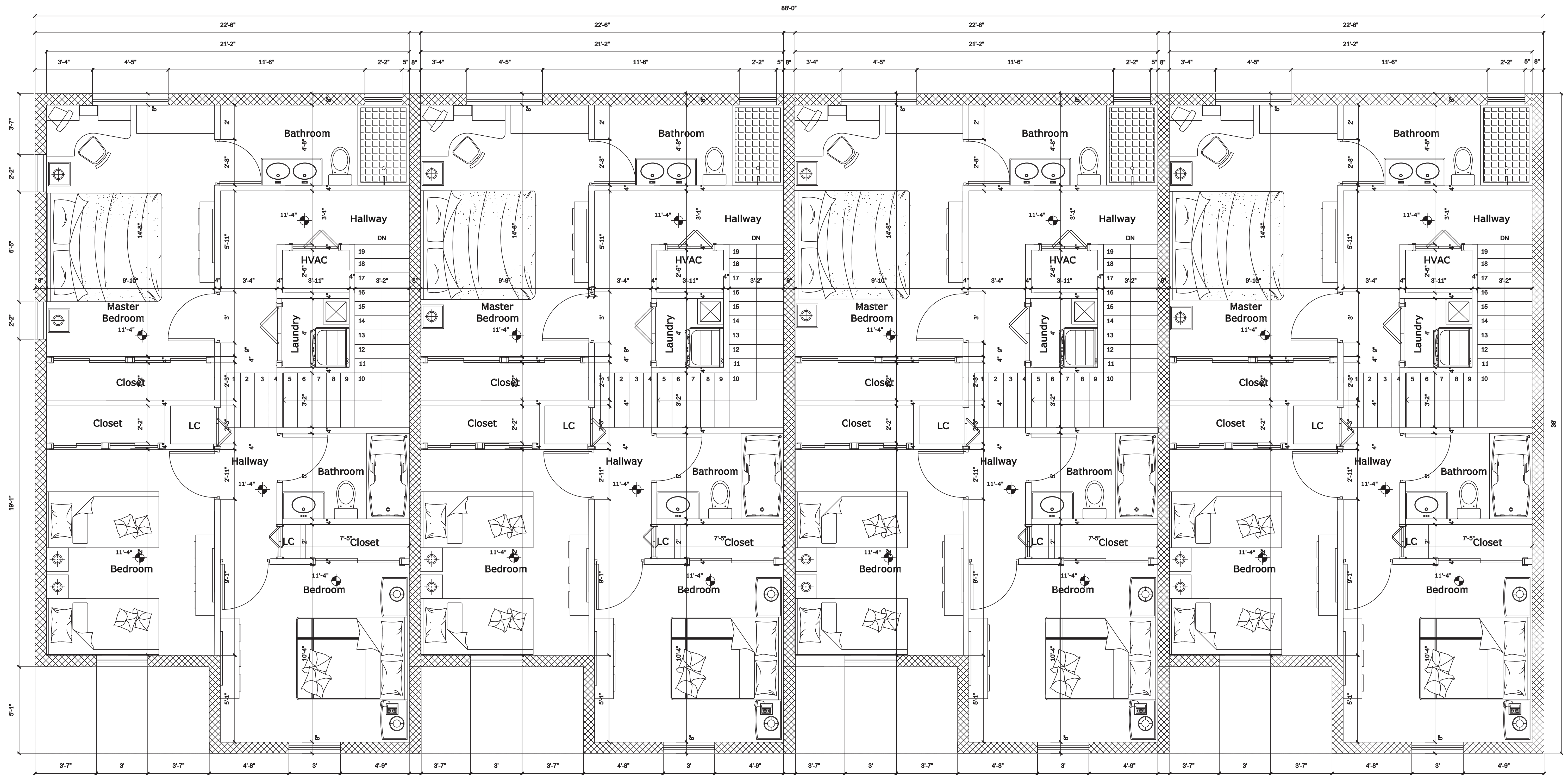
TYPICAL BUILDING E,F

SAN JOSE PALM SPRINGS
TOWNHOMES



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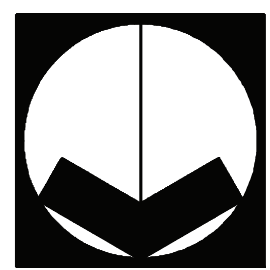
SHEET NORTH



TOWNHOMES SECOND FLOOR PLAN

TYPICAL BUILDING E,F

SAN JOSE PALM SPRINGS
TOWNHOMES



A002
SHEET



BUILDING E / F FRONT ELEVATION (SOUTH)



BUILDING E / F REAR ELEVATION (NORTH)

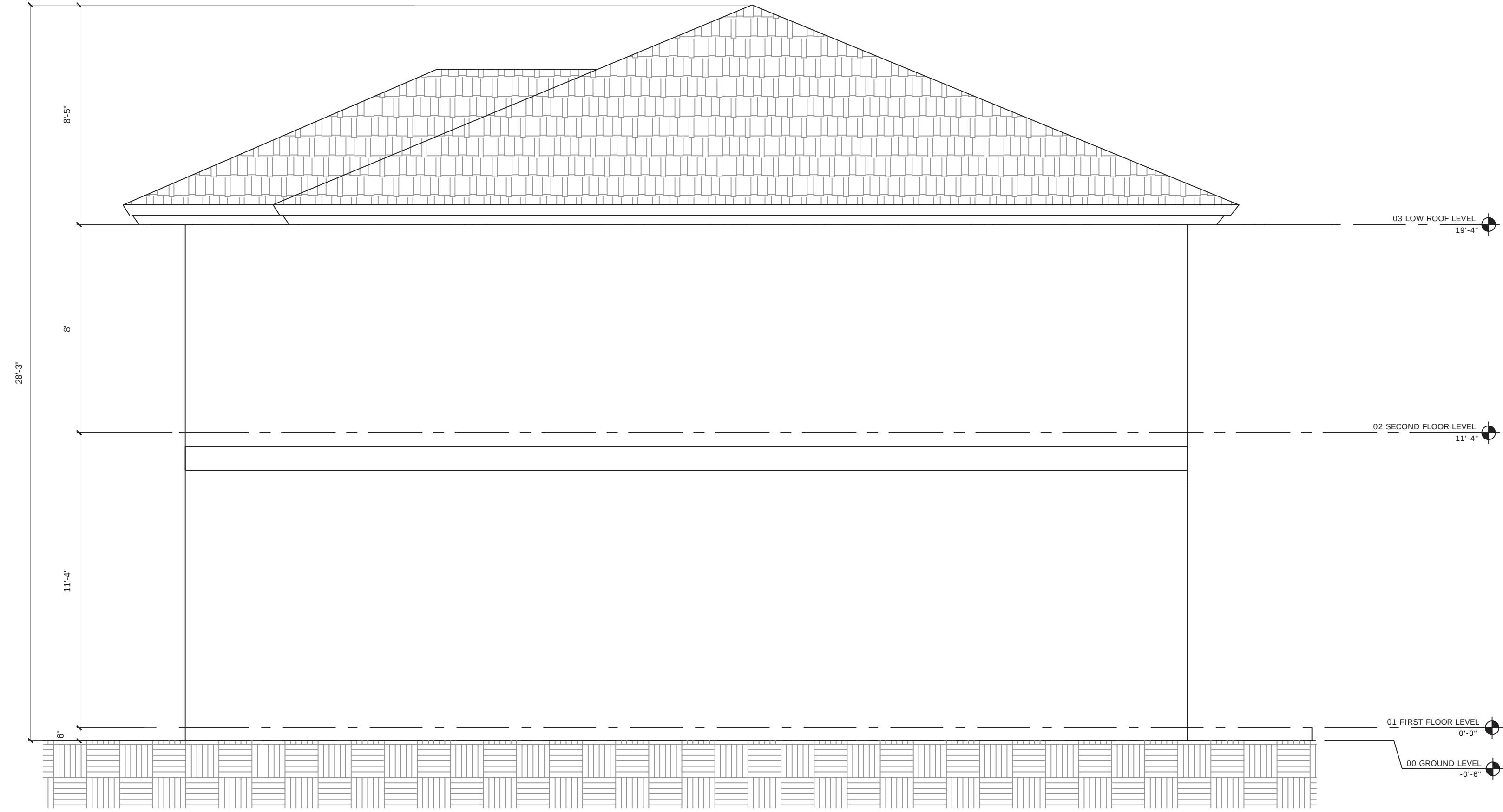
TYPICAL BUILDING E, F

SAN JOSE PALM SPRINGS
TOWNHOMES

A201



BUILDING E / F SIDE ELEVATION (EAST)



BUILDING E / F SIDE ELEVATION (WEST)



SAN JOSE PALM SPRINGS
PALM SPRINGS, FLORIDA

SURVEY PREPARED BY:

2537 FOREST HILL BLVD
WEST PALM BEACH, FL 33406
TEL: (561) 641-4663

P.O. BOX 3887,BOYNTON BEACH, FL 33426
SURVEY & MAPPING BUSINESS #7890
TEL: (561) 732-7877

NGVD '29 CONVERSION FACTOR = +1.513'



SEC. 18 - TWP. 44 S - RGE. 43 E
LOCATION MAP
N.T.S.



INDEX OF SHEETS

A	SHEET	DESCRIPTION	DRAWING DATE	LATEST REVISION	REVISION DATE
	C0.0	COVER SHEET	12/15/2023	2	09/24/2024
	C0.1	GENERAL NOTES	12/15/2023	-	-
A	C0.2	GENERAL NOTES	12/15/2023	1	08/08/2024
	C1.1	DEMOLITION & EROSION CONTROL PLAN	12/15/2023	2	09/24/2024
	C2.1	SIGNING, STRIPING & GEOMETRIC PLAN	12/15/2023	2	09/24/2024
A	C2.2	AUTOTURN	12/15/2023	-	-
	C3.1	PAVING, GRADING & DRAINAGE PLAN	12/15/2023	2	09/24/2024
	C4.1	PAVING, GRADING & DRAINAGE DETAILS	12/15/2023	1	08/08/2024
A	C4.2	PAVING, GRADING & DRAINAGE DETAILS	12/15/2023	1	08/08/2024
	C4.3	PAVING, GRADING & DRAINAGE DETAILS	12/15/2023	1	08/08/2024
	C5.1	POTABLE WATER AND SANITARY SEWER PLAN	12/15/2023	2	09/24/2024
A	C6.1	SPECIFICATIONS - GENERAL	12/15/2023	1	08/08/2024
	C6.2	SPECIFICATIONS - WATER DISTRIBUTION	12/15/2023	1	08/08/2024
	C6.3	SPECIFICATIONS - WATER DISTRIBUTION	12/15/2023	1	08/08/2024
	C6.4	SPECIFICATIONS - WASTEWATER COLLECTION	12/15/2023	1	08/08/2024
	C6.5	SPECIFICATIONS - FLUSHING, TESTING, AND DISINFECTION	12/15/2023	1	08/08/2024
	C6.6	SPECIFICATIONS - FLUSHING, TESTING, AND DISINFECTION	12/15/2023	1	08/08/2024
	C6.7	STANDARD DETAILS - WATER DISTRIBUTION	12/15/2023	1	08/08/2024
	C6.8	STANDARD DETAILS - WATER DISTRIBUTION	12/15/2023	1	08/08/2024
	C6.9	STANDARD DETAILS - WASTEWATER COLLECTION	12/15/2023	1	08/08/2024
	C6.10	STANDARD DETAILS - WASTEWATER COLLECTION	12/15/2023	1	08/08/2024

SAN JOSE PALM
SPRINGS

2691 & 2971 REO LANE
PALM SPRINGS, FL 33461

APPROVED BY:

T. Jeff Trompeter, State of Florida, Professional Engineer,
License No. 51045. This item has been digitally signed
and sealed by T. Jeff Trompeter on the date indicated
here. Printed copies of this document are not considered
signed and sealed and the signature must be verified on
any electronic copies.

T. Jeff Trompeter, P.E.
Florida License No. 51045

CDI PROJECT NO.
23788-01

DATE:	12/15/2023
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DESIGNED:	CDI
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DRAWN:	CDI
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[illegible]

COVER SHEET

C0.0

1. COORDINATION OF DRAWINGS AND DISCIPLINES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REVIEW ALL DRAWINGS AND SPECIFICATIONS FOR COMPLETENESS AND ACCURACY. FURTHER CONTRACTOR IS COORDINATE ALL TRADES AND DISCIPLINES PROPERLY. ANY DISCREPANCIES IN PLANS OR SPECIFICATIONS ARE TO BE BROUGHT TO THE ATTENTION OF THE ENGINEER IN WRITING.
2. BUILDINGS. CONTRACTOR IS ADVISED THAT THE BUILDINGS AND ASSOCIATED SYSTEMS ARE STILL UNDER DESIGN AND REVIEW. AS SUCH, THERE MAY BE MODIFICATIONS TO SERVICE LINES (MATERIALS, SIZES, LOCATIONS, DEPTHS, ETC.) AS THE BUILDING DOCUMENTS ARE FINALIZED AND PERMITTED.
3. SAFETY. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO TAKE THE NECESSARY PRECAUTIONS TO ENSURE PROPER SAFETY AND WORKMANSHIP WHEN WORKING IN THE VICINITY OF EXISTING UTILITY LINES. THE CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE WITH THE RESPECTIVE UTILITY PROVIDER ON ANY WORK IN THE VICINITY OF OVERHEAD OR UNDERGROUND LINES. CONTRACTOR SHALL VERIFY PROPER CLEARANCE BELOW EXISTING OVERHEAD LINES PRIOR TO WORKING WITHIN THE VICINITY OF THE LINES.
4. FAMILIARITY WITH SITE CONDITIONS. THE CONTRACTOR SHALL VISIT THE SITE AND ACQUAINT HIMSELF WITH ALL EXISTING CONDITIONS. MAKE HIS OWN SUBSURFACE INVESTIGATION TO SATISFY HIMSELF AS TO THE SITE AND SUBSURFACE CONDITIONS, BUT SUCH SUBSURFACE INVESTIGATIONS SHALL BE PERFORMED ONLY UNDER TIME SCHEDULES AND ARRANGEMENTS APPROVED IN ADVANCE BY THE OWNER'S REPRESENTATIVE AND ENGINEER. THE EXISTING GRADES SHOWN ON THE DRAWINGS ARE APPROXIMATE ONLY AND NO REPRESENTATION IS MADE AS TO THEIR ACCURACY OR CONSISTENCY. THE CONTRACTOR SHALL VERIFY ALL EXISTING GRADES TO THE EXTENT NECESSARY TO INSURE COMPLETION OF THE JOB TO THE PROPOSED GRADES INDICATED ON THE DRAWINGS.
5. WORKMANSHIP. ALL WORK SHALL BE PERFORMED IN A WORKMANSHIP-LIKE MANNER AND SHALL CONFORM WITH ALL APPLICABLE CITY, COUNTY, STATE AND FEDERAL REGULATIONS AND/OR CODES, INCLUDING OSHA.
6. ELEVATIONS. ALL ELEVATIONS REFER TO THE NORTH AMERICAN VERTICAL DATUM 1988 (NAVD '88).
7. SITE PLAN. REFER TO SITE PLAN FOR ADDITIONAL INFORMATION.
8. SURVEY. REFER TO SURVEY PREPARED BY BOB BUGEE, INC. THE "SURVEYOR" FOR ADDITIONAL INFORMATION.
9. BENCHMARK. REFER TO SURVEY FOR BENCHMARK LOCATIONS AND ELEVATIONS.
10. FIELD LOCATIONS. THE CONTRACTOR SHALL CONTACT "SUNSHINE STATE ONE CALL OF FLORIDA, INC. (1-800-432-4770)" AT LEAST 48 HOURS PRIOR TO BEGINNING ANY EXCAVATION. THE CONTRACTOR SHALL GIVE ADEQUATE NOTIFICATION TO ALL AFFECTED UTILITY OWNERS FOR REMOVAL, RELOCATION AND ALTERATION OF THEIR EXISTING FACILITIES.
11. PROTECTION OF UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE AT ALL TIMES THROUGHOUT THE DURATION OF CONSTRUCTION FOR THE PROTECTION OF ALL EXISTING AND NEWLY INSTALLED ABOVE GROUND, UNDERGROUND, AND ON THE SURFACE STRUCTURES AND UTILITIES FROM DAMAGE OR SERVICE DISRUPTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TAKING SUCH MEASURES AS NECESSARY TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF THOSE PERSONS HAVING ACCESS TO THE WORK SITE.
12. EXISTING UTILITIES. EXISTING UTILITY LOCATIONS SHOWN ON THESE PLANS ARE APPROXIMATE. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE EXISTING UTILITIES SHOWN ON THE PLANS OR FOR ANY EXISTING UTILITIES THAT ARE NOT SHOWN ON THE PLANS. PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAKE ARRANGEMENTS FOR FIELD LOCATIONS OF EXISTING UTILITIES. ANY RELOCATIONS OF THE VARIOUS EXISTING UTILITIES SHALL BE COORDINATED WITH THE RESPECTIVE UTILITY PROVIDER IN A TIMELY MANNER TO MINIMIZE IMPACT ON THE CONSTRUCTION SCHEDULE. ANY DELAY CAUSED DUE TO THE RELOCATION OF UTILITIES SHALL BE INCIDENTAL TO THE CONTRACT AND NO EXTRA COMPENSATION WILL BE ALLOWED. ALL COSTS ASSOCIATED WITH VERIFICATION, PROTECTION OF EXISTING SYSTEMS OR CONNECTION TO THOSE SYSTEMS AS IDENTIFIED ON THE PLANS IS INCLUDED IN THE CONTRACTOR'S BID.
13. EXISTING UTILITIES. PRIOR TO BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE SIZE, LOCATION, ELEVATION, AND MATERIAL OF ALL EXISTING UTILITIES WITHIN THE AREA OF CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF ALL EXISTING UTILITIES AND SOILS CONDITIONS AND SHALL NOTIFY THE ENGINEER IN THE EVENT OF ANY DISCREPANCIES WITH THE PLANS.
14. EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO ANY EXISTING UTILITIES FOR WHICH IT FAILS TO REQUEST LOCATIONS FROM THE UTILITY OWNER. THE CONTRACTOR IS RESPONSIBLE AS WELL FOR DAMAGE TO ANY EXISTING UTILITIES WHICH ARE PROPERLY LOCATED.
15. EXISTING UTILITIES. IF UPON EXCAVATION, AN EXISTING UTILITY IS FOUND TO BE IN CONFLICT WITH THE PROPOSED CONSTRUCTION OR TO BE OF A SIZE OR MATERIAL DIFFERENT FROM THAT SHOWN ON THE PLANS; THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER.
16. FIELD REVIEWS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER 48 HOURS PRIOR TO ANY REQUIRED FIELD REVIEWS OR INSPECTIONS AND SHALL SUPPLY ALL EQUIPMENT NECESSARY, LABOR AND MATERIALS FOR INSPECTION AND/OR TEST. ALL WORK SHALL BE OPEN AND SUBJECT TO REVIEW AND/OR INSPECTION BY AUTHORIZED PERSONNEL OF THE CITY, OWNER, INVOLVED UTILITY COMPANIES, PROJECT ENGINEER, AND REGULATORY AGENCIES. ALL RECOMMENDATIONS AND REQUIREMENTS OF INSPECTION PERSONNEL OTHER THAN THE OWNER'S SHALL BE REPORTED TO THE ENGINEER PRIOR TO IMPLEMENTATION. COMPENSATION WILL NOT BE ALLOWED FOR WORK WHICH IS NOT AUTHORIZED BY THE ENGINEER OR OWNER.
17. DIFFERING SITE CONDITIONS. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES FOUND BETWEEN THE DRAWINGS AND THE FIELD CONDITIONS PRIOR TO CONSTRUCTION IN THE AREA OF CONFLICT. ANY DIFFERING SITE CONDITIONS FROM THAT WHICH ARE REPRESENTED ON THE PLANS, WHETHER ABOVE, ON OR BELOW THE SURFACE OF THE GROUND, ARE TO BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ENGINEER AND THE OWNER IN WRITING.
18. REQUIRED PERMITS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR(S) TO ENSURE THAT ALL REQUIRED PERMITS ARE OBTAINED AND AT THE JOB SITE PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. CONTRACTOR SHALL ABIDE BY ALL PERMIT CONDITIONS.
19. DEWATERING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND COMPLYING WITH ANY DEWATERING PERMITS AND/OR APPROVALS NECESSARY FOR THE CONSTRUCTION OF THE PROPOSED FACILITIES AND SYSTEMS.
20. PERMITS. THE CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS AND/OR LICENSES TO COMMENCE CONSTRUCTION.
21. USE OF EXISTING MATERIALS. NO EXISTING MATERIAL SHALL BE USED IN NEW CONSTRUCTION UNLESS APPROVED DURING THE SHOP DRAWING APPROVAL PROCESS.
22. EXISTING LANDSCAPE. CONTRACTOR SHALL BE EXTREMELY CAUTIOUS WHEN WORKING NEAR TREES WHICH ARE TO BE SAVED, WHETHER SHOWN ON THE PLAN OR DESIGNATED IN THE FIELD.
23. SHOP DRAWINGS. THE CONTRACTOR SHALL PROVIDE SHOP DRAWINGS, PRODUCT DATA, MATERIAL SPECIFICATIONS AND OTHER INFORMATION REGARDING CONSTRUCTION MATERIALS AND STRUCTURES AS REQUESTED BY THE OWNER, ENGINEER OR JURISDICTIONAL AGENCY. SHOP DRAWINGS MUST BE NEWLY PREPARED INFORMATION, DRAWN TO ACCURATE SCALE. DO NOT REPRODUCE CONTRACT DOCUMENTS OR COPY STANDARD INFORMATION AS THE BASIS OF SHOP DRAWINGS. STANDARD INFORMATION PREPARED WITHOUT SPECIFIC REFERENCE TO THE PROJECT WILL NOT BE CONSIDERED A SHOP DRAWING.
 - A. BY SUBMITTAL OF ANY SHOP DRAWING OR CATALOG DATA, BEARING AN APPROVAL STAMP, THE CONTRACTOR REPRESENTS THAT IT HAS DETERMINED AND VERIFIED ALL FIELD MEASUREMENTS, FIELD CONSTRUCTION CRITERIA, MATERIALS, DIMENSIONS, CATALOG NUMBERS AND SIMILAR DATA, AND WILL DO SO, AND THAT IT HAS CHECKED AND COORDINATED EACH ITEM WITH OTHER APPLICABLE APPROVED SHOP DRAWINGS AND THE CONTRACT REQUIREMENTS.
 - B. SHOP DRAWINGS AND CATALOG DATA SUBMITTED WITHOUT THE CONTRACTOR'S STAMP OF APPROVAL WILL BE RETURNED TO THE CONTRACTOR WITHOUT REVIEW. APPROVAL OF SHOP DRAWINGS, SAMPLES, OR CATALOG DATA BY THE ENGINEER SHALL NOT AUTHORIZE ANY DEVIATION FROM THE REQUIREMENT OF THE CONTRACT DOCUMENTS.
 - C. ANY PROPOSED SUBSTITUTE OR EQUAL TO THE THAT SHOWN ON THE CONTRACT DOCUMENTS SHALL BE ACCOMPANIED BY CALCULATIONS SUBSTANTIATING EQUIVALENCY. SHOP DRAWINGS WITH SUBSTITUTE MATERIALS NOT ACCOMPANIED BY CALCULATIONS WILL BE RETURNED WITHOUT REVIEW.
 - D. THE CONTRACTOR SHALL CONFIRM COMPATIBILITY OF PIPE SLOPES AND INVERTS DURING SHOP DRAWING AND MATERIALS ORDERING PHASE OF THE PROJECT AND ADVISE THE ENGINEER IN WRITINGS OF ANY DISCREPANCIES.
 - E. INDIVIDUAL SHOP DRAWINGS FOR ALL PRECAST STRUCTURES ARE REQUIRED. CATALOG LITERATURE WILL NOT BE ACCEPTED FOR PRECAST STRUCTURES.

24. TESTING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REQUIRED TESTS TO BE PERFORMED BY AN INDEPENDENT TESTING LABORATORY APPROVED BY THE ENGINEER. THE CONTRACTOR UNDERSTANDS THAT ANY AND ALL TESTS, INSPECTIONS, PROCEDURES INCLUDING ALL LABOR, MATERIALS, TIME AND EFFORT IN ORDER TO HAVE ALL WORK DESIGNATED AS FINAL BY THE RESPECTIVE JURISDICTIONAL AUTHORITIES AND THAT SUCH TESTS, INSPECTIONS AND PROCEDURES ARE INCLUDED IN THE BID.

25. RECORD DRAWINGS. RECORD DRAWINGS SHALL BE SUBMITTED IN SUFFICIENT QUANTITIES AS REQUIRED BY THE OWNER, ENGINEER AND JURISDICTIONAL AGENCIES TO COMPLETE THE CLOSE-OUT OF THE PROJECT.

A. THE CONTRACTOR SHALL PROVIDE THE ENGINEER OF RECORD WITH ADEQUATE RECORD DRAWING INFORMATION, WHICH HAS BEEN PREPARED BY A LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA. THE INFORMATION SHALL BE PROVIDED ON A 24"x36" REPRODUCIBLE MYLAR. THE SURVEYOR SHALL SIGN AND SEAL THE RECORD DRAWINGS. THE FOLLOWING SHALL BE THE MINIMUM REQUIREMENTS FOR RECORD DRAWING INFORMATION:

B. THE WORDS "RECORD DRAWINGS" SHALL BE WRITTEN IN BOLD LETTERS IN A CONSPICUOUS PLACE. NO RUBBER STAMP ON PLANS OR MYLARS SHALL BE ACCEPTED.

C. ANY SIGNIFICANT CHANGES IN ALIGNMENT, PIPE CONFLICTS, LOCATION OF STORM MANHOLES, CATCH BASINS, ETC. SHALL BE SHOWN TO SCALE ON RECORD DRAWINGS. THE "PROPOSED" ALIGNMENT, ETC. SHALL BE CROSSED OUT.

D. THE DRAWINGS SHALL BE LEGIBLE AND THE AS-BUILT DIMENSIONS EASY TO IDENTIFY.

E. DATA FOR STORM MANHOLES AND CATCH BASINS (RIM, INVERTS), PIPE SLOPES, AND PIPE LENGTHS AS CONSTRUCTED SHALL BE SHOWN ON THE PLAN SHEET NEXT TO "PROPOSED" DIMENSIONS. THE "PROPOSED" NUMBERS SHALL BE CROSSED OUT. IF THE ASBUILT CONDITION IS THE SAME AS THE PROPOSED INFORMATION, THEN THE PROPOSED INFORMATION WILL BE CROSSED OUT AND THE ASBUILT DATA WRITTEN.

F. RECORD DRAWING INFORMATION SHALL BE PROVIDED FOR THE CONTROL STRUCTURE, INCLUDING ALL PIPE INVERTS AND PIPE SIZES, AND GRATE ELEVATION. ELEVATIONS AND DIMENSIONS SHALL BE PROVIDED ON THE WEIR, THE BLEEDER ORIFICE, AND THE POLLUTION CONTROL BAFFLE (IF APPLICABLE). THE BOTTOM ELEVATION OF STRUCTURE AND ELEVATIONS AND DIMENSIONS OF ANY SLOTS OR ORIFICES IN THE INLET WALLS SHALL BE PROVIDED.

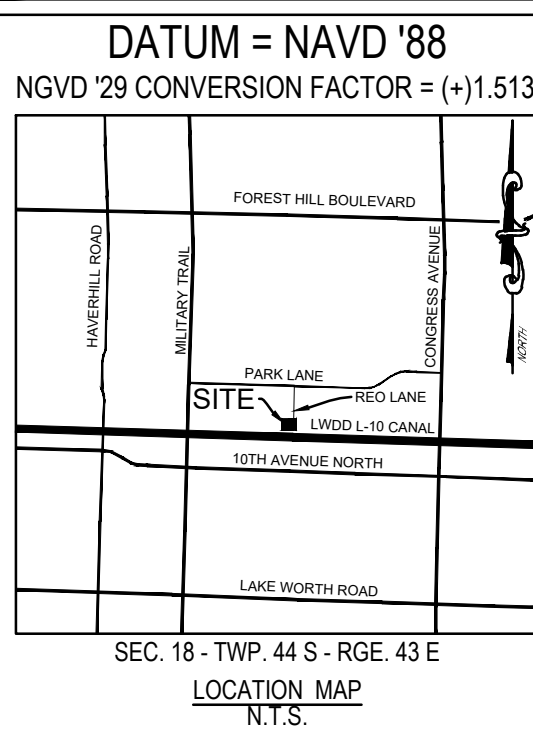
G. PERIMETER BERM ELEVATIONS ADJACENT TO THE PROPERTY LINES SHALL BE PROVIDED EVERY 200 LINEAR FEET MINIMUM.

26. FINAL UTILITY ADJUSTMENTS. ALL UTILITIES SHALL BE ADJUSTED TO NEW FINISH GRADES AND PROPERLY SET TO PAVEMENT CROSS SLOPE AS REQUIRED.

1. SITE ACCESS. SUITABLE STABILIZED ROADS ARE TO BE PROVIDED DURING CONSTRUCTION FOR FIRE AND PARAMEDICAL ACCESS.
2. SITE. CONTRACTOR ACCEPTS THE SITE AS IS. ANY REPAIRS TO EXISTING SITE ELEMENTS INCLUDING PAVEMENT, SIDEWALKS, CURBING, DRAINAGE, SANITARY SEWER, WATER, SIGNAGE & STRIPING SHALL BE INCLUDED IN THE BID PRICE.
3. EROSION CONTROL. THE CONTRACTOR SHALL INSTALL AND MAINTAIN EROSION AND TURBIDITY BARRIERS PRIOR TO AND DURING CONSTRUCTION TO PREVENT VIOLATION OF STATE WATER QUALITY STANDARDS FOR OFFSITE DISCHARGES. THESE BARRIERS SHALL REMAIN IN PLACE UNTIL CONSTRUCTION IS COMPLETED, SOILS ARE STABILIZED, AND VEGETATION HAS BEEN ESTABLISHED. REFERENCE FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS INDICES 102, 103 AND 106 FOR TYPICAL INSTALLATION DETAILS.
4. FILTER FABRIC. FILTER FABRIC SHALL BE INSTALLED ON ALL CATCH BASIN GRATES AND MAINTAINED UNTIL CONSTRUCTION IS COMPLETE.
5. ADJACENT IMPACTS. CONTRACTOR SHALL PROTECT ADJACENT WATER BODIES, WETLANDS AND PROPERTIES FROM DAMAGE BY SEDIMENTATION OR OTHER POTENTIAL CONSTRUCTION RELATED CAUSES.
6. SILT FENCES. SILT FENCES SHALL BE INSTALLED AND MAINTAINED AROUND ALL CLEARING PERIMETERS.
7. SITE CLEARING. CLEAR AREAS INDICATED SHALL BE COMPLETELY CLEAR OF ALL TIMBER, BRUSH, STUMPS, ROOTS, GRASS, WEEDS, RUBBISH AND ALL OTHER DEBRIS AND OBSTRUCTIONS RESTING ON OR PROTRUDING THROUGH THE SURFACE OF THE GROUND. THIS DEBRIS SHALL BE DISPOSED OF IN A LEGAL MANNER. BURNING OF THIS MATERIAL IS NOT PERMITTED UNLESS THE CONTRACTOR OBTAINS SPECIFIC PERMITS ALLOWING SUCH ACTIVITY.

1. DIMENSIONS. ALL DIMENSIONS TO EDGE OF PAVEMENT OR FACE OF CURB UNLESS OTHERWISE NOTED.
2. REFERENCES. WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION), FDOT TRAFFIC DESIGN STANDARDS (LATEST EDITION), MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) (LATEST EDITION) AND THE PALM BEACH COUNTY TYPICALS FOR PAVEMENT MARKINGS, SIGNING & GEOMETRICS, LATEST EDITION. ALL REFERENCES ARE INCORPORATED INTO THE PLAN DOCUMENTS. CONTRACTOR IS RESPONSIBLE FOR OBTAINING COMPLETE COPIES OF THE LATEST EDITION OF THE REFERENCES.
3. ROADWAY STRIPING. ALL ROADWAY STRIPING SHALL BE THERMOPLASTIC IN ACCORDANCE WITH THE RESPECTIVE JURISDICTIONAL AUTHORITY REQUIREMENTS.
4. BUILDING TIES AND DIMENSIONS. BUILDING TIES SHOWN ARE APPROXIMATE. CONTRACTOR TO VERIFY WITH ARCHITECTURAL PLANS. BUILDINGS SHOWN ON THESE DRAWINGS MAY NOT REFLECT MINOR ARCHITECTURAL REVISIONS AND SHOULD NOT BE RELIED UPON FOR STAKING OF BUILDINGS. CONTRACTOR SHOULD OBTAIN LATEST ARCHITECTURAL INFORMATION AND ESTABLISH GEOMETRIC DATA FOR STAKING. SHOULD THE CONTRACTOR IDENTIFY A CONFLICT BETWEEN THE ARCHITECTURAL INFORMATION AND THESE DRAWINGS, NOTIFY THE ENGINEER IN WRITING.
5. MAINTENANCE OF TRAFFIC. CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING A PROPER TRAFFIC MAINTENANCE AND CONTROL PLAN IN ACCORDANCE WITH REGULATORY STANDARDS. INCLUDED WILL BE THE LABOR, EQUIPMENT AND MATERIALS REQUIRED TO IMPLEMENT THAT PLAN. ALL WORK MUST BE DONE IN ACCORDANCE WITH AGENCY REQUIREMENTS AND ANY REQUIRED PERMITS OR APPROVALS MUST BE APPLIED FOR AND OBTAINED BY THE CONTRACTOR.

1. REFERENCES. WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, AND FDOT ROADWAY TRAFFIC DESIGN STANDARDS, LATEST EDITION. ALL FDOT INDICES ARE INCORPORATED AS PLAN REFERENCES. CONTRACTOR IS RESPONSIBLE FOR OBTAINING COMPLETE COPIES OF THE LATEST EDITION OF THE FDOT INDICES.
2. SITE FAMILIARIZATION. PRIOR TO BID PREPARATION, THE CONTRACTOR MUST BECOME FAMILIAR WITH THE OVERALL SITE CONDITIONS AND PERFORM ADDITIONAL INVESTIGATIONS AS DETERMINED NECESSARY TO UNDERSTAND THE LIMIT AND DEPTH OF EXPECTED ORGANIC MATERIAL. ADEQUACY OF EXISTING MATERIALS AS FILL, DEWATERING REQUIREMENTS, CLEAN FILL REQUIRED FROM OFFSITE AND MATERIALS TO BE DISPOSED OF OFFSITE. ANY DELAY, INCONVENIENCE OR EXPENSE CAUSED TO THE CONTRACTOR DUE TO INADEQUATE INVESTIGATION OF EXISTING CONDITIONS SHALL BE INCIDENTAL TO THE CONTRACT AND NO EXTRA COMPENSATION WILL BE ALLOWED. THE MATERIALS ANTICIPATED TO BE ENCOUNTERED DURING CONSTRUCTION MAY REQUIRE DRYING PRIOR TO USE AS BACKFILL AND THE CONTRACTOR MAY HAVE TO IMPORT MATERIALS AT NO EXTRA COST, FROM OFFSITE TO MEET THE REQUIREMENTS FOR COMPACTION AND PROPER FILL.
3. SITE FILL BALANCE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE EXISTING SITE CONDITIONS OF SOIL DURING THE BID PREPARATION TO DETERMINE IF ANY OFF SITE MATERIALS WILL NEED TO BE IMPORTED TO ACHIEVE THE GRADES SPECIFIED ON THE PLANS.
4. RESTORATION. ALL DISTURBED AREAS SHALL BE RESTORED TO PRE-CONSTRUCTION CONDITION OR BETTER AS DETERMINED BY THE ENGINEER, OWNER AND RESPECTIVE JURISDICTIONAL AUTHORITY.
5. HORIZONTAL CONTROL AND LAYOUT. CONTRACTOR/OWNER SHALL COORDINATE WITH A REGISTERED SURVEYOR TO LAY OUT LINE, GRADES, STRUCTURES, LOT CORNERS, ETC. AS NECESSARY TO CONSTRUCT THE PROPOSED FACILITIES IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS. BENCH MARKS SHALL BE ESTABLISHED BY A REGISTERED SURVEYOR. BENCH MARKS SHALL BE PERMANENT AND EASILY ACCESSIBLE AND MAINTAINED AND REPLACED IF DISTURBED OR DESTROYED. HORIZONTAL CONTROL SHALL SIMILARLY BE ESTABLISHED AND MAINTAINED.
6. CLEARING, GRADING AND DISPOSAL. CLEARING AND GRADING SHALL CONFORM TO SECTION 110 OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION. CLEARING SHALL BE CONTAINED TO THE CONSTRUCTION AREA AND/OR AS DIRECTED BY THE OWNER AND/OR HIS REPRESENTATIVE. ALL ROOTS, STUMPS, OR OTHER OBSTRUCTIONS SHALL BE REMOVED TO A DEPTH OF 18" BELOW NATURAL GRADE OR DESIGN GRADE WHICHEVER IS LOWER. ALL DEBRIS SHALL BE REMOVED FROM THE AREA AND BE DISPOSED OF LEGALLY.
7. EXCAVATION AND EMBANKMENT. ALL EXCAVATION AND EMBANKMENT SHALL CONFORM TO THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
8. EARTHWORK. NO SEPARATE PAYMENT SHALL BE PROVIDED TO THE CONTRACTOR FOR EARTHWORK ASSOCIATED WITH THIS CONTRACT. ALL COSTS ASSOCIATED WITH SITE PREPARATION NECESSARY TO EXECUTE THE WORK SET FORTH IN THE CONTRACT SHALL BE INCLUDED IN THE BID.
9. EXCESS MATERIAL. ANY EXCESS MATERIAL REMAINING UPON COMPLETION OF CONSTRUCTION SHALL BE REMOVED TO AN ACCEPTABLE LOCATION AT THE EXPENSE OF THE CONTRACTOR. AT THE OWNER'S OPTION, A LOCATION MAY BE IDENTIFIED FOR MATERIAL STOCK PILING OR THE OWNER MAY INSTRUCT THE CONTRACTOR TO REMOVE THE EXCESS MATERIAL IN WHICH CASE THE CONTRACTOR IS TO LEGALLY DISPOSE OF ALL MATERIALS OFFSITE.
10. FINISHED SITE GRADING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FINAL GRADING OF THE SITE TO WITHIN ± 0.1 FOOT OF ALL THE PROPOSED FINISHED GRADE ELEVATIONS THROUGHOUT THE PROJECT SITE AS DEPICTED ON THE PLANS. ELEVATIONS OF CONSTRUCTED FACILITIES, I.E. ROADWAYS, DRAINAGE, ETC. ARE TO BE AS INDICATED ON THE PLANS UNLESS APPROVED DIFFERENTLY IN WRITING.
11. BUILDING AREAS. ALL ORGANIC AND OTHER UNSUITABLE MATERIAL IN BUILDING OR PAVEMENT AREAS SHALL BE REMOVED AND REPLACED IN ACCORDANCE WITH THE GEOTECHNICAL REPORT RECOMMENDATIONS AND SOUND CONSTRUCTION PRACTICES.
12. LANDSCAPE AREAS. ALL LANDSCAPE ISLANDS SHALL CONTAIN SUITABLE LANDSCAPE MATERIAL FOR LANDSCAPE INSTALLATION. ALL LANDSCAPE AREAS SHALL BE SUITABLY SLOPED TO PROVIDE POSITIVE DRAINAGE.
13. SOD AREAS. ELEVATIONS OF GRASSED AREAS ARE GIVEN AT FINISHED SOD/SEED GRADE. CONTRACTOR TO GRADE AREAS RECEIVING SOD LOWER TO ACCOMMODATE SOD THICKNESS.
14. UNSUITABLE MATERIALS. WHERE ENCOUNTERED, UNSUITABLE MATERIAL SHALL BE REMOVED TO A DEPTH AND AREA DETERMINED BY THE ENGINEER. BACKFILLING SHALL BE IN LAYERS NOT GREATER THAN 8" THICKNESS AND COMPACTED TO 95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180. ANY UNSTABLE SOIL AND/OR SOIL CONTAINING ORGANIC MATERIAL ENCOUNTERED DURING CONSTRUCTION, INCLUDING BUT NOT LIMITED TO MUCK, SILT, SLUDGE, AND MARL SHALL BE REMOVED AND SHALL BE REPLACED BY MATERIAL ACCEPTABLE TO THE ENGINEER. IF ANY ROCK, HARDPAN, ETC. IS ENCOUNTERED DURING CONSTRUCTION OF ANY ITEMS, THE REMOVAL AND BACKFILL REQUIRED SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION OF THAT ITEM AND NO SEPARATE PAYMENT WILL BE MADE.
15. GRADING. GRADING FROM PROPOSED TO EXISTING CONDITIONS SHALL NOT BE STEEPER THAN 3H:1V NOR FLATTER THAN 20H:1V. ALL SWALES AND SLOPES SHALL BE SODDED AFTER GRADING.
16. ELEVATIONS. ELEVATIONS GIVEN ADJACENT TO CURB OR FRONT OF SIDEWALK ARE CONSIDERED EDGE OF PAVEMENT GRADES UNLESS OTHERWISE NOTED.
17. POSITIVE DRAINAGE. CONTRACTOR IS RESPONSIBLE FOR GRADING ALL PAVEMENT TO DRAIN POSITIVELY. INTERSECTIONS SHALL BE TRANSITIONED TO PROVIDE A SMOOTH DRIVING SURFACE WHILE MAINTAINING POSITIVE DRAINAGE. SHOULD AREAS OF POOR DRAINAGE BE OBSERVED, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO PLACEMENT OF CURBS OR PAVEMENT COURSES, SO THAT RECOMMENDATIONS FOR CORRECTION CAN BE MADE.
18. ADA AREAS. PAVEMENT GRADES AT HANDICAP PARKING SPACES SHALL NOT EXCEED 2% IN ANY DIRECTION. PROPOSED AND EXISTING SIDEWALKS SHALL BE RAMPED FLUSH WITH PAVEMENT. RAMPS SHALL NOT EXCEED A 12H:1V SLOPE. SIDEWALK RAMPS SHALL BE TEXTURED IN CONFORMANCE WITH FDOT STANDARDS EXCEPT WHERE LOCAL CODES DICTATE OTHERWISE OR IF INDICATED OTHERWISE ON THE PLANS. CONTRACTOR SHALL COORDINATE WITH THE ENGINEER AND THE JURISDICTIONAL AUTHORITY FOR FORM BOARD AND PRE-POUR INSPECTIONS PRIOR TO ANY CONCRETE INSTALLATION. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO ENSURE THAT ALL RAMP TEXTURED SURFACES AND SIDEWALK LONGITUDINAL AND CROSS SLOPES ARE IN CONFORMANCE WITH LOCAL, STATE AND FEDERAL ADA AND BUILDING CODE STANDARDS.
19. ASPHALT MIX DESIGN. BEFORE CONSTRUCTION OF ASPHALT SURFACE, A JOB MIX FORMULA SHALL BE SUBMITTED FOR APPROVAL TO THE ENGINEER.
20. ROADWAY CONSTRUCTION. ALL ROADWAY CONSTRUCTION AND MATERIAL SHALL CONFORM TO THE APPLICABLE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION. ALL SUBBASE, BASE COURSE, PRIME COAT, TACK COAT AND ASPHALT MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS (LATEST EDITION).
21. DRAINAGE STRUCTURES. ALL DRAINAGE STRUCTURES SHALL BE CONSTRUCTED AS PER THE PLANS AND IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION). ALL GRATES SHALL BE SECURED TO THE DRAINAGE STRUCTURE WITH A CHAIN AND EYEBOLT.
22. PIPE LENGTHS. PIPE LENGTHS SHOWN ON THE PLANS REPRESENT SCALED DISTANCES BETWEEN CENTERLINES OF DRAINAGE STRUCTURES AND FROM INVERTS OF ENDWALLS AND/OR MITERED END SECTIONS.
23. PIPE INSTALLATION. PIPE TRENCH SHALL BE DRY WHILE PIPE IS BEING LAID AND TO BE BEDDED PER DETAIL AND IN CONFORMANCE WITH THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION). ALL CORRUGATED PIES SHALL BE INSTALLED WITH MAXIMUM LENGTHS IN ORDER TO MINIMIZE JOINTS.
24. PIPE TRENCHES. PIPE TRENCHES TO BE EXCAVATED AND BACKFILLED IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION).
25. DRAINAGE PIPING. ALL DRAINAGE PIPES TO BE REINFORCED CONCRETE PIPE (RCP) UNLESS NOTED OTHERWISE ON THE PLANS (I.E. ROOF DRAINS, OUTFALLS, ETC.).
26. REINFORCED CONCRETE PIPE (RCP). REINFORCED CONCRETE PIPE (RCP) SHALL BE PER ASTM C-76 CLASS III, UNLESS OTHERWISE SPECIFIED. INSTALLATION OF RCP SHALL BE IN ACCORDANCE WITH FDOT SPECIFICATIONS (LATEST EDITION).



2691 & 2971 REO LANE
PALM SPRINGS, FL 33461

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23788-01

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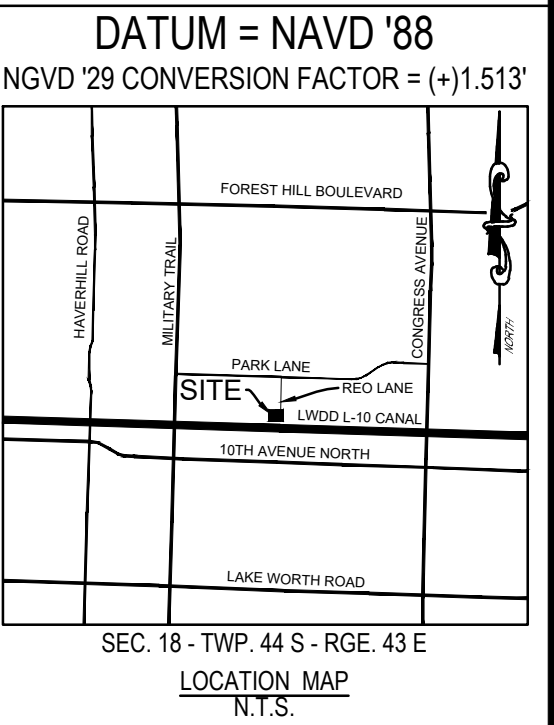
C0.1

45. TACTILE SURFACES - ALL TACTILE SURFACES SHALL COMPLY WITH ALL APPLICABLE CODES AND REQUIREMENTS INCLUDING BUT NOT LIMITED TO, THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) INDEX 522-002 AND THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION, LATEST EDITION.

20. FIRE HYDRANTS. ALL FIRE HYDRANT FLANGE GRADES ARE PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR. CONTRACTOR TO FIELD ADJUST AS REQUIRED TO MEET UTILITY DEPARTMENT CRITERIA.



C0.2



2691 & 2971 REO LANE
PALM SPRINGS, FL 33461

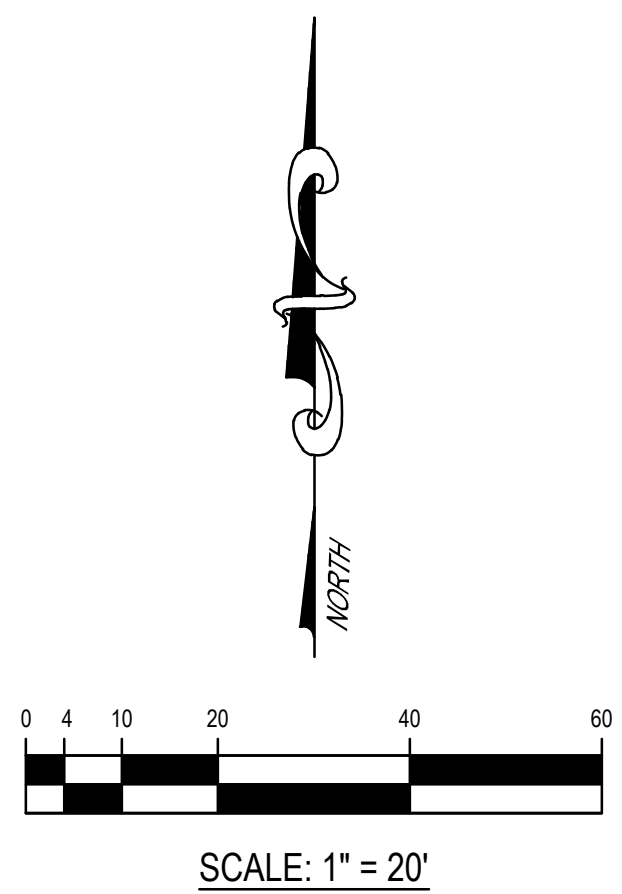
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SITE DEMOLITION & EROSION CONTROL PLAN

C1.1



EXISTING WATERMAIN

EXISTING SANITARY SEWER

EXISTING STORM DRAINAGE

EXISTING TO BE REMOVED

EXISTING UTILITIES

PROPOSED STORM DE

W/ STORM STRUCTURE

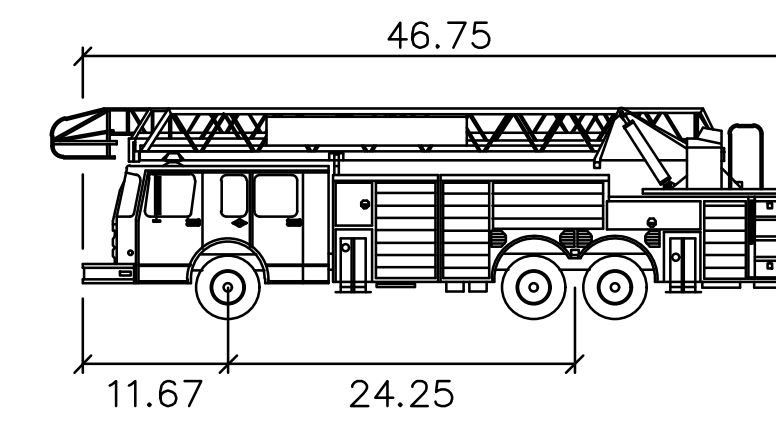
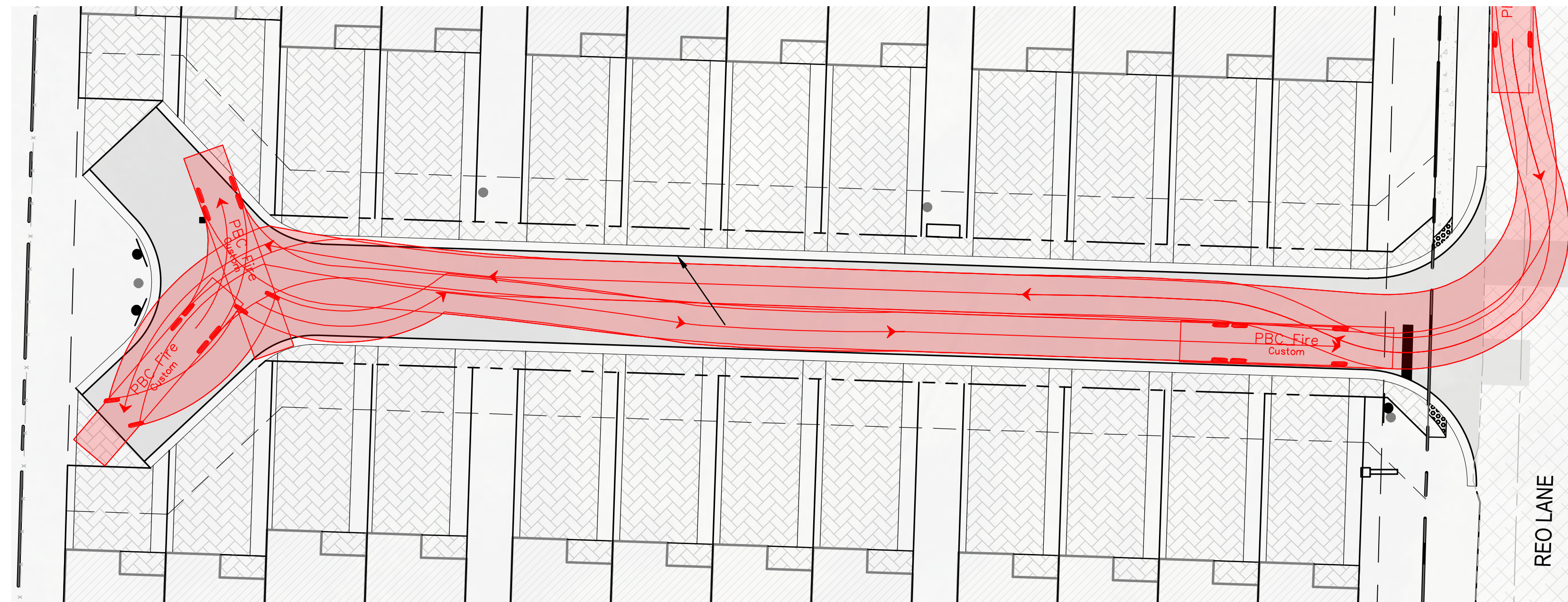
EXISTING PAVEMENT TO BE
REMOVED - FULL DEPTH

EXISTING PAVEMENT TO BE
MILLED & RESURFACED

PROPOSED SOIL TRACKING PREVENTION

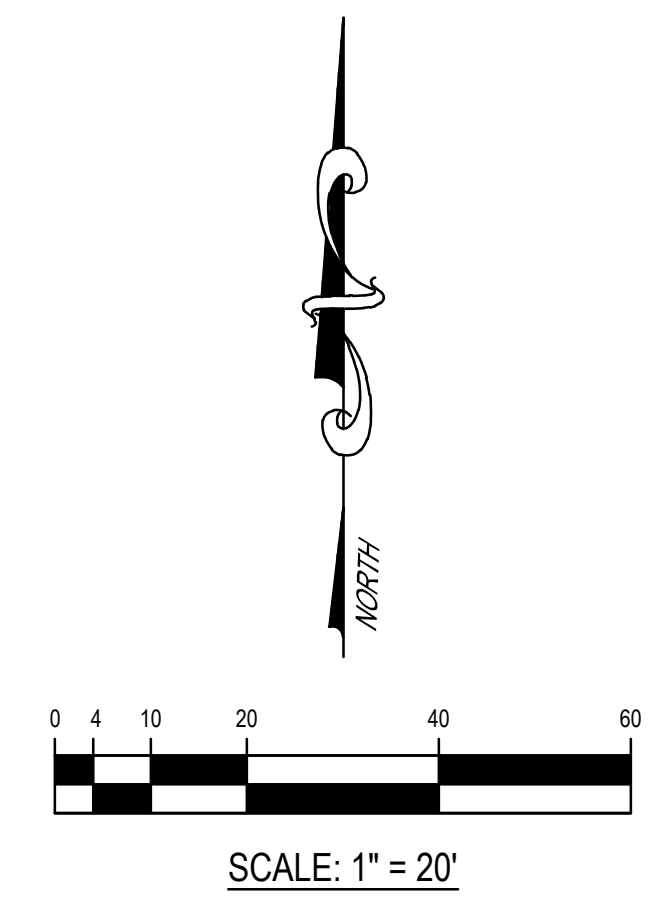
NOTES:

1. PROTECT EXISTING AND PROPOSED INLETS DURING CONSTRUCTION.
2. SWEEP ROADS AND CONSTRUCTION SITE PERIODICALLY TO REMOVE CONSTRUCTION DIRT AND SEDIMENT.
3. STORM DRAINAGE TO BE SEDIMENT AND SILT FREE DURING CONSTRUCTION AND AT FUTURE SITE WALK THROUGHT.
4. ALL EXISTING CURBING, PAVEMENT, CONCRETE & BASECORK TO BE REMOVED IN THEIR ENTIRETY. BACKFILL WITH CLEAN, SUITABLE MATERIAL APPROPRIATE TO THE FUTURE APPLICATION AND IN COMPLIANCE WITH THE RESPECTIVE REQUIREMENTS (i.e. STRUCTURAL BUILDING FILL, LANDSCAPE FILL, PARKING LOT SUBGRADE).
5. EXISTING BASECORK MAY NOT BE REUSED FOR PROPOSED PARKING LOT. HOWEVER, IT MAY BE USED FOR SUBGRADE STABILIZATION.
6. REFER TO LANDSCAPE PLANS FOR ALL RELOCATION/REMOVAL OF LANDSCAPING AND TREES.
7. FIELD VERIFY LOCATION OF EXISTING UTILITIES PRIOR TO SERVICE CONNECTION.
8. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE LOCATION, DEPTH AND CONDITION OF ALL EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
9. IT SHALL ALSO BE THE CONTRACTOR'S RESPONSIBILITY TO PROTECT AND SUPPORT THESE EXISTING UTILITIES AND MAINTAIN CONTINUOUS SERVICE OF ALL UTILITIES PARTICULARLY WATER AND SEWER DURING THE ENTIRE COURSE OF CONSTRUCTION.
10. CONTRACTOR IS ADVISED THAT THE EXISTING UTILITIES SHOWN ARE BASED ON SURVEY AND ABSOLUTE DATA AVAILABLE AT TIME OF DESIGN.
11. CONTRACTOR TO CONTROL & LOCATE ALL EXISTING UTILITIES PRIOR TO SUBMITTAL OF SHOP DRAWINGS OR COMMENCEMENT OF CONSTRUCTION. PROVIDE WRITTEN CONFIRMATION/DIAGRAMS OF ALL UTILITIES WITHIN THE LIMITS OF CONSTRUCTION OR ANTICIPATED CONSTRUCTION (HORIZONTAL & VERTICAL LOCATIONS, PIPE SIZES, ETC.)

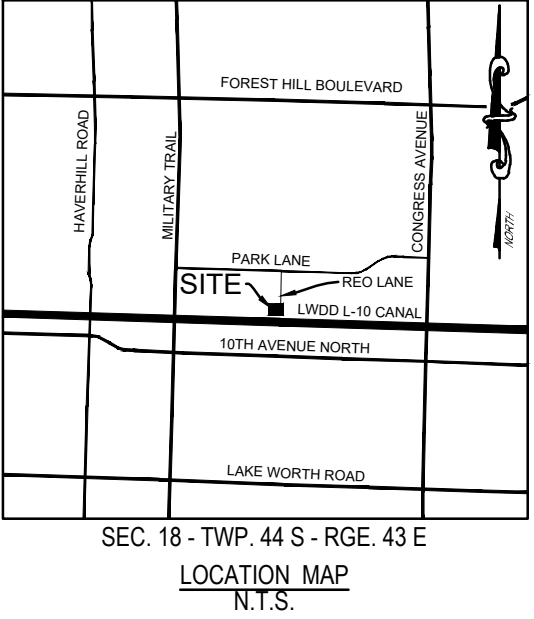


PBG Fire Truck

	feet
Width	: 9.00
Track	: 8.50
Lock to Lock Time	: 6.0
Steering Angle	: 40.0



DATUM = NAVD '88
NGVD '29 CONVERSION FACTOR = (+)1.513'



SAN JOSE PALM
SPRINGS

2691 & 2971 REO LANE
PALM SPRINGS, FL 33461

LEGEND

PROPOSED PAVEMENT -
FULL DEPTH



PROPOSED CONCRETE



PROPOSED PAVEMENT -
MILL & RESURFACE



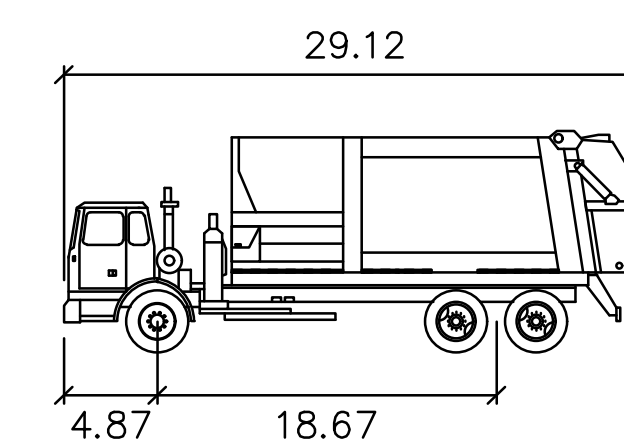
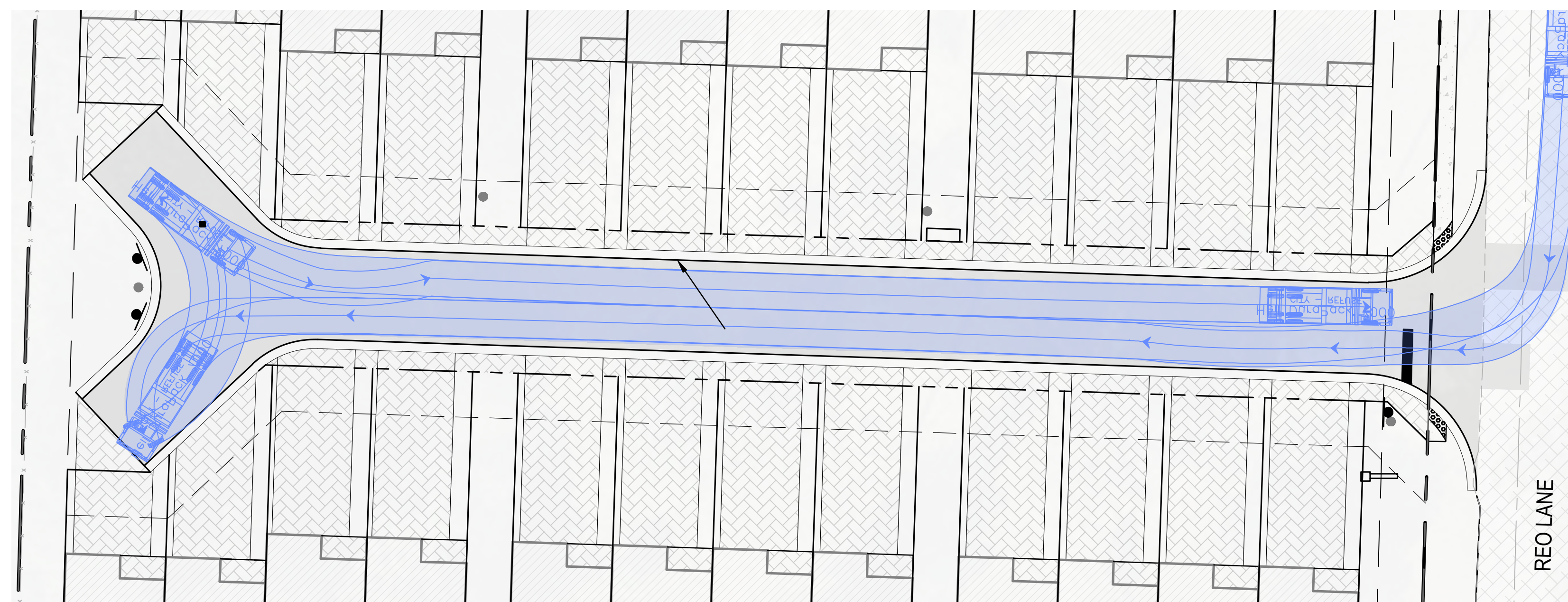
PROPOSED PERVIOUS
PAVERS



STOP SIGN & 2' WIDE STOP BAR
(THERMO.)



STOP SIGN (R1-1)



Heil DuraPack 7000

	feet
Width	: 8.00
Track	: 8.00
Lock to Lock Time	: 6.0
Steering Angle	: 45.0

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DATE: 12/15/2023

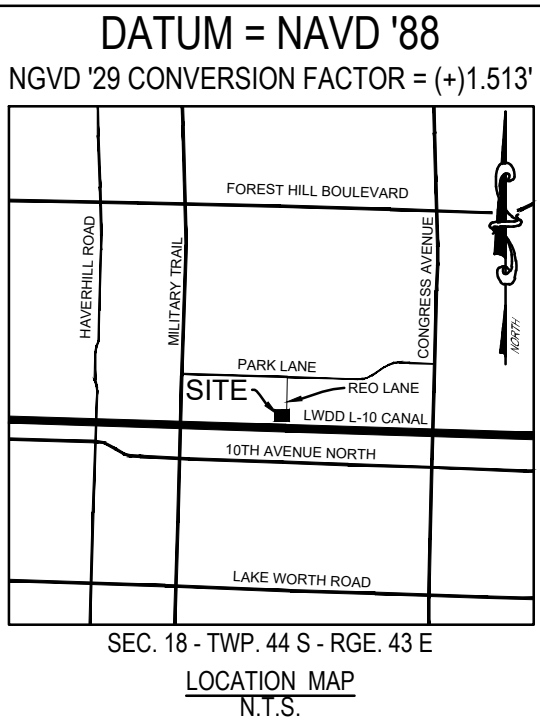
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DRAWN: CDI

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AUTOTURN

C2.2



SAN JOSE PALM SPRINGS

2691 & 2971 REO LANE
PALM SPRINGS, FL 33461

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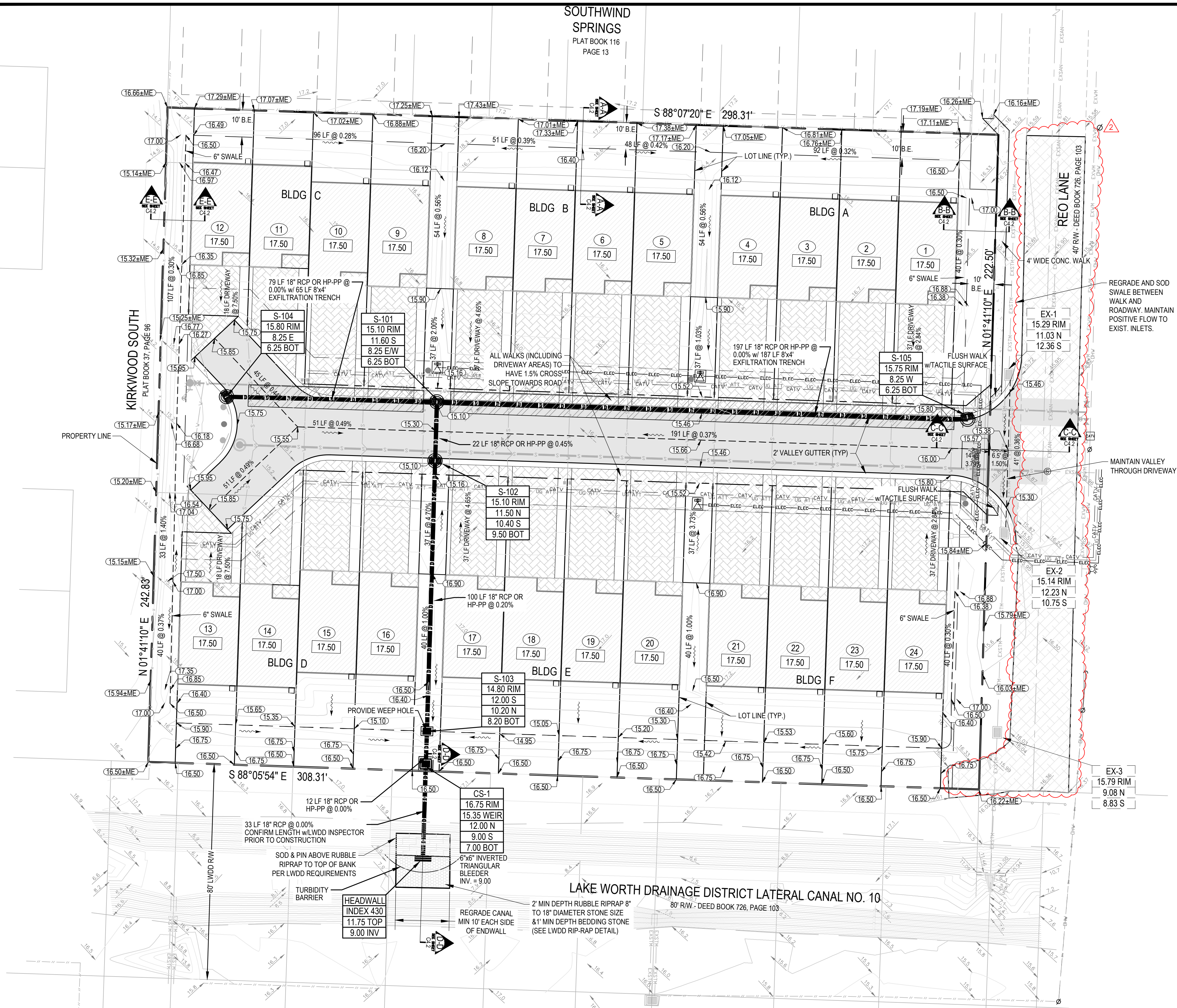
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NO.	DATE	REVISION DESCRIPTION
1	08/08/24	DRAINAGE RELOCATION
2	09/24/24	REVIEW COMMENTS

**PAVING, GRADING &
DRAINAGE PLAN**

C3.1



LEGEND

EXISTING WATERMAIN

EXISTING SANITARY SEWER

EXISTING STORM DRAINAGE

STRUCTURE NUMBER
RIM ELEVATION
INVERT
STRUCTURE BOTTOM

PROPOSED STORM DRAINAGE LINE
W/ STORM STRUCTURE

PROPOSED SANITARY SEWER w/
SANITARY MANHOLE

PROPOSED WATERMAIN w/
FIRE HYDRANT ASSEMBLY

PROPOSED PAVEMENT -
FULL DEPTH

PROPOSED CONCRETE

PROPOSED PAVEMENT -
MILL & RESURFACE

PROPOSED PERVIOUS
PAVERS

EXISTING ELEVATIONS

PROPOSED ELEVATIONS

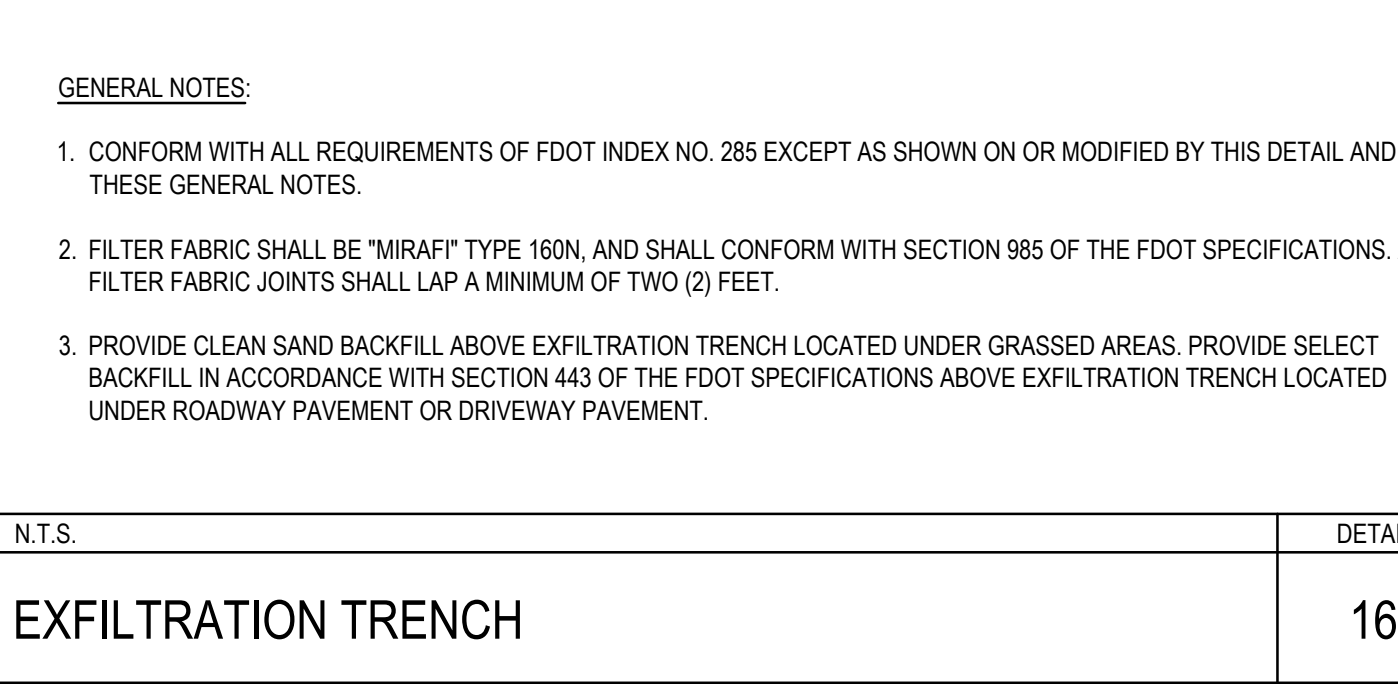
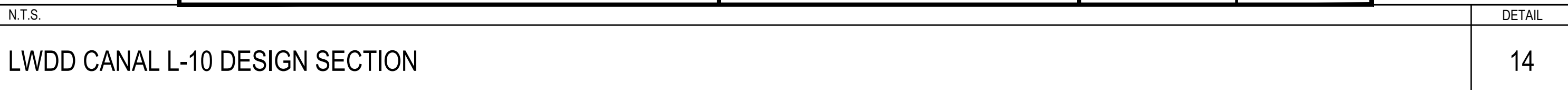
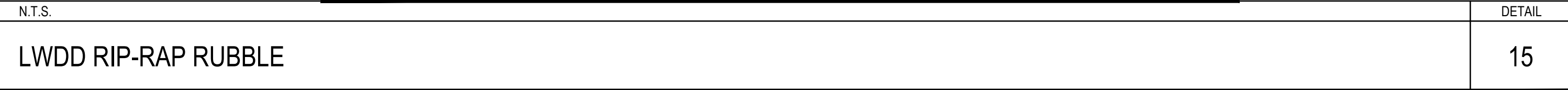
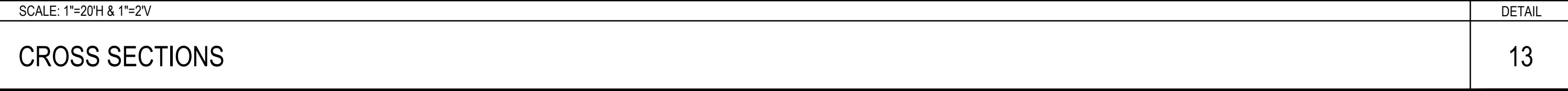
DIRECTION OF FLOW

NOTES:

- ALL ELEVATIONS REFER TO NAVD '88.
- CONTRACTOR IS ADVISED THAT THE EXISTING UTILITIES SHOWN ARE BASED ON SURVEY AND ASBUILT DATA AVAILABLE AT TIME OF DESIGN.
- FIELD VERIFY LOCATION OF EXISTING UTILITIES PRIOR TO SERVICE CONNECTION.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE LOCATION, DEPTH AND CONDITION OF ALL EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
- IT SHALL ALSO BE THE CONTRACTOR'S RESPONSIBILITY TO PROTECT AND SUPPORT THESE EXISTING UTILITIES AND MAINTAIN CONTINUOUS SERVICE OF ALL UTILITIES PARTICULARLY WATER AND SEWER DURING THE ENTIRE COURSE OF CONSTRUCTION.
- CONTRACTOR TO POTHOLE & LOCATE ALL EXISTING UTILITIES PRIOR TO SUBMITTAL OF SHOP DRAWINGS OR COMMENCEMENT OF CONSTRUCTION. PROVIDE WRITTEN CONFIRMATION/DIAGRAMS OF ALL UTILITIES WITHIN THE LIMITS OF CONSTRUCTION OR ANTICIPATED CONSTRUCTION (HORIZONTAL & VERTICAL LOCATIONS, PIPE SIZES, ETC.).

STORMWATER MANAGEMENT SUMMARY TABLE (NAVD '88):

- CONTROL WATER ELEVATION = 7.00
- MIN REQUIRED FFE = 11.20 (C-51 BASIN; SUB-BASIN 33)
- 100Y-3D (CALCULATED STAGE) = 17.20/ PROPOSED FFE = 17.50
- FEMA FLOOD ELEVATION (AE BFE = 11.0) = 11.00.
- ROADWAY ELEVATIONS: MIN. REQ'D = 15.08 (5Y-1D CALCULATED STAGE) / PROPOSED = 15.30.
- BERM ELEVATION: MIN. REQ'D = 15.32 (10Y-3D CALCULATED STAGE) / PROPOSED = 15.35
- RAINFALL DEPTHS: 5Y-1D = 6.5" / STAGE = 15.08; 10Y-3D = 10.5" / STAGE = 15.32; 100Y-3D = 16.0" / STAGE = 17.20.
- DISCHARGE RATE: ALLOWABLE = 0.09 CFS / PROPOSED = 1.45 CFS (BASED ON LWDD MIN. BLEEDER REQUIRED 6"x6").



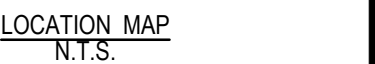
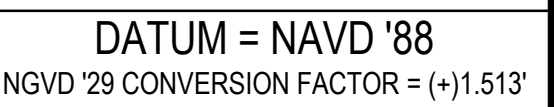
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[illegible]

PAVING, GRADING AND DRAINAGE DETAILS
C4.3



APPROVED BY:

Jeff Trompeter, P.E.
State License No. 54945DI PROJECT NO.
23788-01

DATE: 12/15/2023

DESIGNED: CDI

DRAWN: CDI

C5.1



**Department of Engineering
and Public Works**

P.O. Box 21229

West Palm Beach, FL 33416-1229

(561) 684-4000

FAX: (561) 684-4050

www.pbcgov.com

**Palm Beach County
Board of County
Commissioners**

Gregg K. Weiss, Mayor

Maria Sachs, Vice Mayor

Maria G. Marino

Michael A. Barnett

Marci Woodward

Sara Baxter

Mack Bernard

County Administrator

Verdenia C. Baker

June 1, 2023

Andrea M. Troutman, P.E.
Pinder Troutman Consulting, Inc.
601 Heritage Drive, Suite 493
Jupiter, Florida 33458

**RE: Marbella
Project #: 230506
Traffic Performance Standards (TPS) Review**

Dear Ms. Troutman:

The Palm Beach County Traffic Division has reviewed the above referenced project Traffic Impact Statement, dated May 4, 2023, pursuant to the Traffic Performance Standards in Article 12 of the Palm Beach County (PBC) Unified Land Development Code (ULDC). The project is summarized as follows:

Municipality:	Palm Springs
Location:	West terminus of Reo Ln, about 0.21 miles south of Park Ln
PCN:	70-43-44-18-00-000-7810/70-43-44-18-00-000-7101/ 70-43-44-18-40-001-0000
Access:	Access driveway connection onto Reo Ln <u>(As used in the study and is NOT necessarily an approval by the County through this TPS letter)</u>
Existing Uses:	Vacant
Proposed Uses:	Multi-Family Residential = 24 DUs
New Daily Trips:	162
New Peak Hour Trips:	10 (2/8) AM; 12 (8/4) PM
Build-out:	December 31, 2027

Based on our review, the Traffic Division has determined the proposed development generates less than 20 peak hour trips; therefore, the project meets the TPS of Palm Beach County.

Please note the receipt of a TPS approval letter does not constitute the review and issuance of a Palm Beach County Right-of-Way (R/W) Construction Permit nor does it eliminate any requirements that may be deemed as site related. For work within Palm Beach County R/W, a detailed review of the project will be provided upon submittal for a R/W permit application. The project is required to comply with all Palm Beach County standards and may include R/W dedication.

No building permits are to be issued by the Village after the build-out date specified above. The County traffic concurrency approval is subject to the Project Aggregation Rules set forth in the Traffic Performance Standards Ordinance.

"An Equal Opportunity
Affirmative Action Employer"



Andrea M. Troutman, P.E.

June 1, 2023

Page 2

The approval letter shall be valid no longer than one year from date of issuance, unless an application for a Site Specific Development Order has been approved, an application for a Site Specific Development Order has been submitted, or the approval letter has been superseded by another approval letter for the same property.

If you have any questions regarding this determination, please contact me at 561-684-4030 or email HAkif@pbcgov.org.

Sincerely,

A handwritten signature in blue ink, reading "Hanane Akif".

Hanane Akif, P.E.
Professional Engineer
Traffic Division

QB:HA:jb

ec:

Iramis Cabrera, Interim PZ&B Director, Village of Palm Springs
Quazi Bari, P.E., PTOE, Manager – Growth Management, Traffic Division
Alberto Lopez, Technical Assistant III, Traffic Division



THE SCHOOL DISTRICT OF
PALM BEACH COUNTY, FL

PLANNING AND INTERGOVERNMENTAL RELATIONS
3661 INTERSTATE PARK RD. N., STE 200
RIVIERA BEACH, FL. 33404

PHONE: 561-434-8020 / FAX: 561-357-1193
WWW.PALMBEACHSCHOOLS.ORG/PLANNING

KRISTIN K. GARRISON
DIRECTOR

JOSEPH M. SANCHES, MBA
CHIEF OPERATING OFFICER

SCHOOL CAPACITY AVAILABILITY DETERMINATION (SCAD)

Application	Submittal Date	11/12/2024		
	SCAD No.	24111101D – D. O.		
	FLU /Rezoning/D.O. No.	AP23-0057 – Village of Palm Springs		
	Property Control Number	70-43-44-18-00-000-7101; 70-43-44-18-00-000-7810; 70-43-44-18-40-001-0000		
	Development Name	Reo Lane Townhomes		
	Owner / Agent Name	2961 REO LLC/Hector R. Sardina/San Martin Homes LLC/ Corey O`Gorman		
	SAC No.	189		
	Proposed D. O.	24 Multi-Family Units		
Impact Review		C.O. Taylor/Kirklane Elementary School	Palm Springs Middle School	John I Leonard High School
	New Students Generated	3	2	2
	Capacity Available	59	277	-155
	Utilization Percentage	96%	84%	105%
School District Staff's Recommendation	Based on the findings and evaluation of the proposed development, there will be a negative impact on the public-school system. Given the recent increases in school impact fees, effective January 1, 2023, much of these impacts will be mitigated. The impact fees, however, will not fully cover impacts to the school system. Therefore, if the proposed development is approved by Village Council and if the Developer voluntarily agrees, School District staff recommends the following condition to mitigate such impacts. In order to address the school capacity deficiency generated by this proposed development at the District high school level, the property owner shall contribute \$28,900.00 to the School District of Palm Beach County prior to the issuance of first building permit. This voluntary school capacity contribution is intended to supplement the required school impact fee (impact fee credit has already been applied). Please note that the school impact fee credit is calculated based on the Net Impact Cost per Student, as calculated in the County's latest Impact Fee Ordinance, which was adopted on September 13, 2022.			
Validation Period	1) This determination is valid from 11/22/2024 to 11/21/2025 or the expiration date of the site-specific development order approved during the validation period. 2) A copy of the approved D.O. must be submitted to the School District Planning Dept. prior to 11/21/2025 or this determination will expire automatically on 11/21/2025.			
Notice	1) This letter replaces the previous one under case# 23112901D issued on 12/01/2023. 2) School age children may not necessarily be assigned to the public school closest to their residences. Students in Palm Beach County are assigned annually to schools under the authority of the School Board and by direction of the Superintendent, public school attendance zones are subject to change.			

Michael C. Owens

School District Representative Signature

Michael C. Owens, Senior Planner

Print Name & Title

November 22, 2024

Date

michael.owens.1@palmbeachschools.org

Email Address

CC: Iramis Cabrera, PZB Director, Village of Palm Springs
Joyell Shaw, PIR Manager, School District of Palm Beach County



PALM SPRINGS POLICE DEPARTMENT

230 Cypress Lane · Palm Springs, FL 33461 · Phone: 561-584-8300 · vpsfl.org

Review for Planning & Zoning Division

Reviewer: Officer Frank Castro, FCP-FCPP fcastro@vpsfl.org
561-584-8300 ext. 8762 office

Project: 2961 Reo LN. Palm Springs FL 33461, Multifamily Residential development
Project: AP23-0057

Comments: Applying Crime Prevention Through Environmental Design (CPTED) during the design phase helps create secure and sustainable environments and also reduces crime and future calls for service. These comments are based on the review of the conceptual plans submitted.

General suggestions / recommendations

1. A security camera system at points of entry and exit which records, and maintains as retrievable for at least 30 days, video footage to assist in offender identification and apprehension.
2. A lighted parking lot illuminated at an intensity of at least an average of 1.8 foot-candles per square foot at 18 inches above the surface from dusk until dawn or controlled by photocell or any similar electronic device that provides light from dusk until dawn.
3. Lighting in walkways, common areas, porches, patios and any future playground. Such lighting must be illuminated from dusk until dawn or controlled by photocell or any similar electronic device that provides light from dusk until dawn.
4. At least a 1-inch deadbolt in each dwelling unit door.
5. A locking device on each window, each exterior sliding door, and any other doors not used for community purposes.
6. A peephole or door viewer on each dwelling unit door that does not include a window or that does not have a window next to the door.

Village of Palm Springs Development Review

DATE: 9/20/2024

DESCRIPTION: San Jose Palm Springs – 2961 Reo Lane– Site Plan Application

APPLICANT: Place Planning & Design

OWNER: 2961 Reo LLC, Hector Sardina & San Martin Homes, LLC.

APPLICATION TYPE: Site Plan (Minor/Major)

REQUEST: Site Plan, Utilities/Civil & Landscape Plan Review

LOCATION: 2961 and 2971 Reo Lane, Palm Springs, FL 33461 (AKA: 297 Reo Lane)
Address to be assigned

STAFF REVIEW: **COMMENT LETTER #3**

Comments herein are from the review of plans submitted 08/22/2024. Please provide a comment response letter with next submittal as well. Comments listed as resolved may be omitted from the response letter. The reviewers have the following comments:

Legal Description.pdf

1. [Previous Comment No. 6] The Applicant shall develop a preliminary plat for comparison to the site plan and other construction documents.

Applicant's Response: Acknowledged.

Village's Response: This will be a condition of the site plan, prior to the issuance of the building permit.

Applicant's Response: Per email correspondence with Iramis Cabrera submittal of the plat will be a condition of site plan approval

Village's Response: This will remain a condition of site plan approval.

San Jose Palm Springs Justification Statement.pdf

2. [Previous Comment No. 14] Confirm that all following waivers are acceptable to the Village:
 - a. Waiver 1 - Front Building Setback. Section 34-1064(e)1a; a reduction in the required building setback from 25 feet to 14 feet along Reo Lane.
 - b. Waiver 2 - Rear Building Setback. Section 34-1064(e)1d; a reduction in required building setback from 20 feet to 10 feet along with west property line.
 - c. Waiver 3 - Lot Size. Section 34-766(1); a waiver from the minimum lot area per dwelling unit to reduce from the requirement for 15,000 square foot for the first three units and

9,500 square feet per unit for each unit thereafter, to allow a minimum gross lot area of 3,120 square feet per unit.

- d. Waiver 4 - Recreational Area. Section 34-1064(d)3; exclusion of the required common amenity area.

Applicant's Response: Acknowledged.

Village's Response: The following additional waivers were added to the application.

- e. Waiver 5 - Parking Space Width. Section 34-1328; to allow a minimum parking space width of 8'. (newly added)
- f. Waiver 6 - Minimum Acreage of Residential Planned Development. Section 34-1064(c) to allow a Residential Planned Development of 1.72 acres. (newly added).

The Village Council will make the final decision on these requests. The reviewer can provide the following recommendations:

Waivers 1 and 2: Regarding the waiver request to reduce building setbacks (rear and front), the reviewer defers to the authority of emergency and fire services.

Emergency access to the structures and site shall be maintained.

Waiver 3: A similar waiver was supported on previous projects - for consistency we again support this.

Waiver 4: We will leave this waiver to Council consideration

Waiver 5: The waiver to reduce the width of parking spaces, as the width of the driveways is intended to accommodate two (2) vehicles, is not recommended.

Reduction in parking space width renders the space inaccessible.

Waiver 6: A similar waiver was supported on previous projects - for consistency we again support this.

Applicant's Response: Regarding recommendation on Waiver #5 regarding driveway widths, we respectfully request consideration of the following information and input on a positive recommendation.

The driveway widths required in Section 34-1328 are for parking lots as shown in the "Parking Lot Schematic" in that code section. Parking lot design is appropriate to multi-family, commercial, industrial, and institutional uses, and the San Jose Palm Springs project is a single-family townhouse project with individual driveways on each individual townhouse lot, and we do not believe that these dimensional requirements are entirely applicable. The parking for San Jose Palm Springs includes garages and driveway parking which is configured with both side-by-side and tandem spaces not appropriate in multi-family, commercial, and other uses. The driveways also include adjacent grass and landscape spaces which is typical of other townhouse and single-family development making them more accessible, and this is not applicable to multi-family, commercial and other uses which require a parking lot configuration. In addition, the proposed driveway widths for this project are

consistent with driveways for other projects in the immediate area and the typical single-family driveway.

Village's Response: Other projects previously approved have had issues with parking. Vehicles sizes recently have only been trending in a larger direction. Recent other approvals have required the dimensions to be met. The Reviewer's previous statement remains the same.

San Jose Siteplan 2023.12.15.pdf

3. [Previous Comment No. 17] Parking spaces are required to be a minimum of 9' in width. Driveways to serve as two (2) adjoining parking spaces shall be a minimum of 18' in width.

Applicant's Response: This is addressed with the existing waiver request.

Village's Response: See waiver recommendation in Previous Comment No. 14.

Applicant's Response: See response above for Waiver #5 on previous comment #14.

Village's Response: See waiver recommendation in Previous Comment No. 14.

4. [Previous Comment No. 18] The applicant shall review Sec. 34-1352 and Sec. 34-1064 (d)(3) – Residential developments (d-e). Residential developments shall contain active recreational areas and facilities. The minimum required amenity area of 20% has not been provided. Adjacent public parks may not be counted toward this requirement.

Applicant's Response: This is addressed with the existing waiver request.

Village's Response: See waiver recommendation in Previous Comment No. 14.

Applicant's Response: None.

Village's Response: See waiver recommendation in Previous Comment No. 14.

SAN JOSE PALM SPRINGS CIVIL PLANS 12.15.2023.pdf

5. [Previous Comment No. 39] Submit an approved PBCHD permit or proof that the application has been submitted.

Applicant's Response: Permitting will commence after site plan approval, evidence of permits when obtained will be provided.

Village's Response: Prior to the approval of the application. Evidence that communication with the entity has started and determination of permits required will need to be submitted.

Permitting can be part of the land development permit.

Applicant's Response: Section 34-689(2) requires a statement from the applicant or landowner that all pertinent permits are concurrently being sought from the applicable county, state and federal agencies, plus copies of such permits. As per the code, we can provide a list of those permits that will be required, however there are no "pertinent" permits required at this stage of the design process. All permits for stormwater, utilities, fire etc. must be applied for subsequent to approval of the site plan, or revisions to those applications might be required thus confusing and complicating the agency permitting process. We propose to provide the

following list (as per Section 34-689), and request a condition of approval that copies of all permits will be provided to the Village once obtained. Following is a list of agency permits required for this project:

1. LWDD: Drainage Connection Permit
2. FDEP: 10-2 No-Notice Permit
3. Village of Palm Springs: Water and Sewer Plan Approval
4. Village of Palm Springs: Land Development Permit
5. PBC Fire Rescue: Civil Plan Approval
6. FDoH: Water Main General Permit
7. FDoH: Wastewater General Permit

Village's Response: Comment resolved; it will be a condition of approval that permitting be started prior to permit application acceptance.

6. [Previous Comment No. 42] Provide mill and resurface to the end of road as minimum, consider entire frontage of property.

Applicant's Response: This has been considered, and mill/resurface will be limited as shown on the revised civil plans.

Village's Response: Revise limits to provide mill and resurface road in front of the property.

Applicant's Response: Our team conducted a site visit to view the condition of the existing asphalt surface and more carefully consider the request to mill and resurface the roadway along the entire property frontage. We also took photographs to document the condition, and those photos are attached to this letter. Based on visual observation we believe that the existing asphalt is in good condition, and do not believe that mill and resurface of the entire frontage is needed. In that regard, we respectfully request that the condition of the existing roadway be taking into account and that this comment be reconsidered by the Village.

Village's Response: The Village has reviewed the photos provided and still recommends that the road be resurfaced along the frontage of the project as a condition of approval.

This letter has been prepared by the following individual, in association with their consultants and subconsultants:

09/20/2024

David Cowan Jr., P.E.
Chen Moore and Associates
Tel: 561.746.6900 x 1220
Email: dcowan@chenmoore.com

DATE: 10/22/2024

DESCRIPTION: San Jose Palm Springs – 2961 Reo Lane– Site Plan Application

APPLICANT: Place Planning & Design

OWNER: 2961 Reo LLC, Hector Sardina & San Martin Homes, LLC.

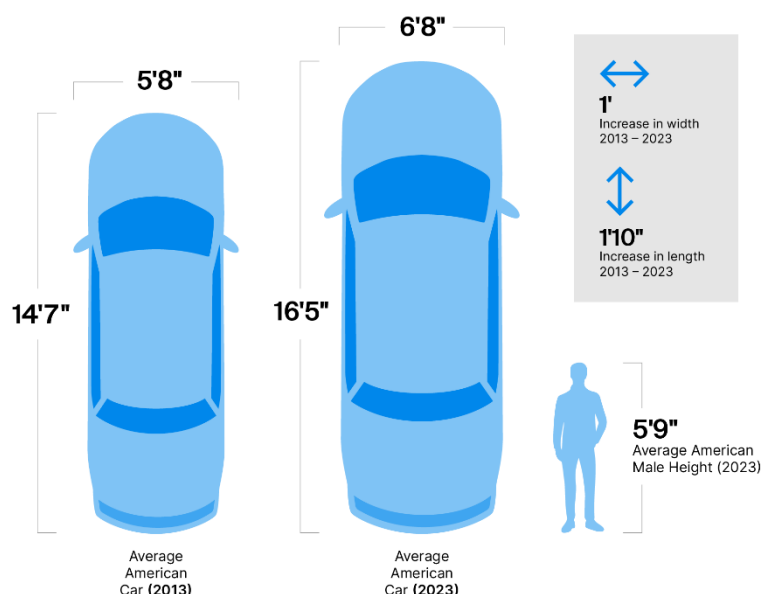
APPLICATION TYPE: Site Plan (Minor/Major)

REQUEST: Site Plan, Utilities/Civil & Landscape Plan Review

The Applicant is requesting a waiver to reduce the Village Code for driveway dimensions. The reduction of parking space size should not be supported based on the justification and other provided documentation. According to the Applicant's responses, "the parking for San Jose Palm Springs includes garages and driveway parking, configured with both side-by-side and tandem spaces, which are not suitable for multifamily, commercial, and other uses."

Despite this claim, the application lacks a diagram or schematic demonstrating how the proposed development meets the required parking standards or accommodates vehicles parked side by side or in tandem. According to the site plan, the development proposing a total of 88 parking spaces, excluding garage parking. Additionally, the proposed driveway's have been designed to have dimensions of 37 feet by 17 feet. The proposed driveway dimensions may pose challenges for parking the average sized vehicles in tandem or side-by-side. Moreover, the reduced dimensions of the driveways may fail to meet the required parking space standards, especially since garage parking is not factored into the calculations and the size may not accommodate vehicles parked side by side.

Based upon research, Figure 1 indicates the average American car in 2013 was 14'7" by 5'8". However, the average American car in 2023 was increased to 16'5" by 6'8". With the current site plan configuration, an average sized vehicle could not park side by side while comfortably opening their door simultaneously.



The typical width for a single-car driveway ranges from 10 to 12 feet, accommodating various vehicle types, including cars, SUVs, and vans. Although municipalities allow narrower driveways of 8 to 9 feet, such dimensions can make it challenging for even standard-sized cars to enter and exit comfortably. With a driveway narrower than 10 feet, passengers may have to step out onto grass or uneven ground.

Based on the analysis above, the Applicant should submit a parking schematic to the Village that illustrates the parking configuration for the proposed development. Additionally, the Applicant should confirm whether the proposed site plan meets the minimum parking requirements.

The Village of Palm Springs' Comprehensive Plan includes a policy within the recreation and open space element addressing the level of service for parks. Per Policy ROS 1.1.1, "The Village shall maintain a system-wide average of 1.25 acres of recreation space per 1,000 residents." Based on the 2020 Census, the Village of Palm Springs has 26,890 permanent residents. It is projected that the population will grow by approximately 8,000 residents over the next 15 years.

Currently, the Village has a total of 33.78 acres of park space, which meets the existing level of service of 1.25 acres per 1,000 residents. However, with the anticipated population growth, Palm Springs will face a deficit of recreational space by 2025.

Population Projections, Permanent Residents, 2010-2050									
Geography	Age	2010	2020	2025	2030	2035	2040	2045	2050
Palm Springs	Total	18,928	26,890	28,520	30,972	33,062	34,860	36,453	37,970
	0-17	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200
	18-64	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
	65+	6,728	14,690	16,320	18,772	20,862	22,660	24,253	25,770

Sources: Estimates and projections by Shimberg Center for Housing Studies, based on 2010 and 2020 U.S. Census data and population projections by the Bureau of Economic and Business Research, University of Florida.

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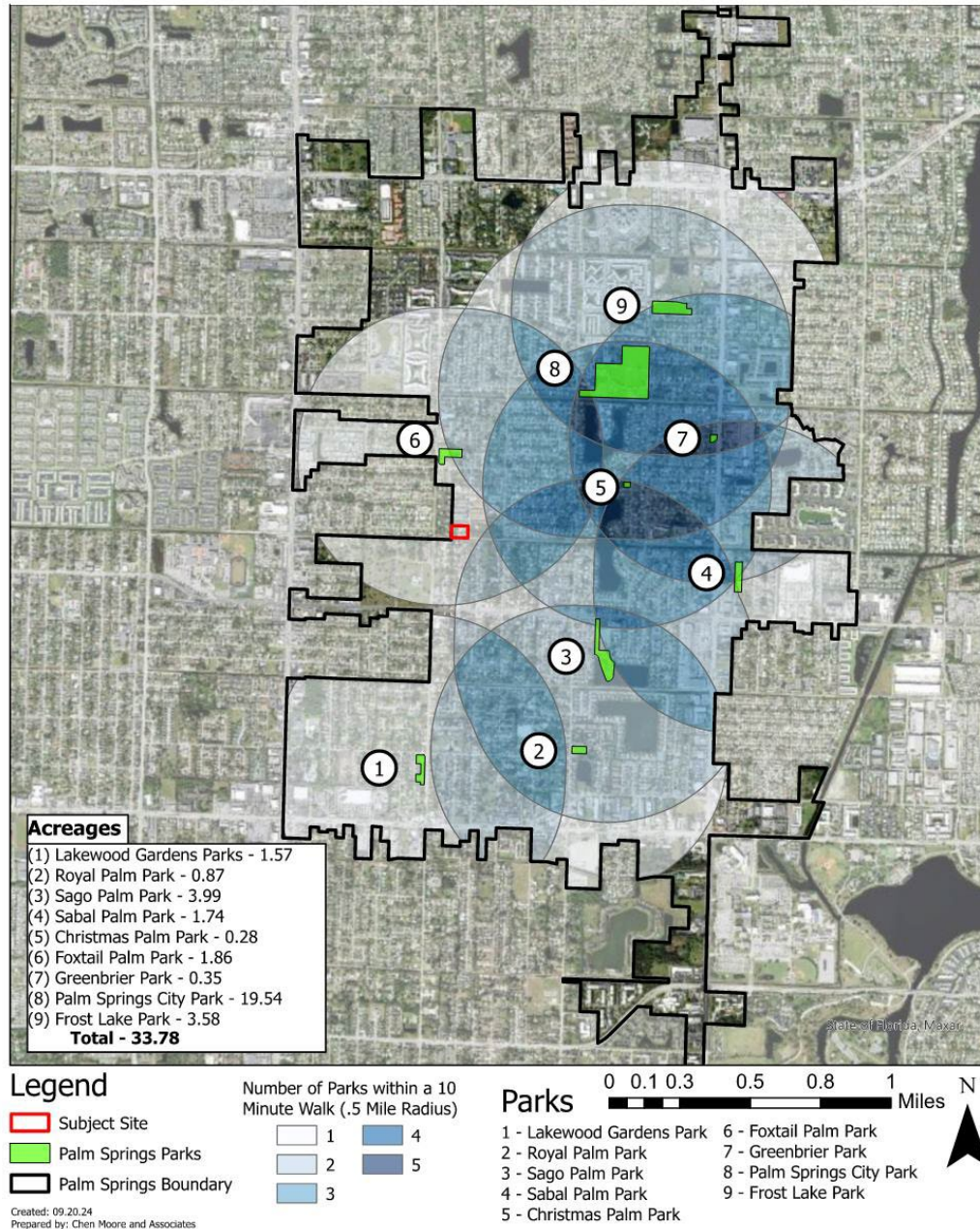
In addition, lead agencies in parks and recreation, such as the National Recreation and Park Association (NRPA), the Trust for Public Land (TPL), and the Urban Land Institute (ULI), advocate for a standard that parks should be within a 10-minute (0.5 mile) walk from residents' homes. In 2017, these organizations launched the 10-Minute Walk Campaign to promote increased access, quality, and funding for parks, aiming to create equitable, healthy, and thriving communities.

According to the Village of Palm Springs Park Inventory Map (see Exhibit A), only one park, Foxtail Palm Park, is located within a 10-minute walking distance from the subject property at 297 Reo Lane. In contrast, other areas within the Village are within a 10-minute walk of multiple parks.

EXHIBIT A

Village of Palm Springs - Park Inventory Map

Number of Parks Within a 10 Minute Walk





















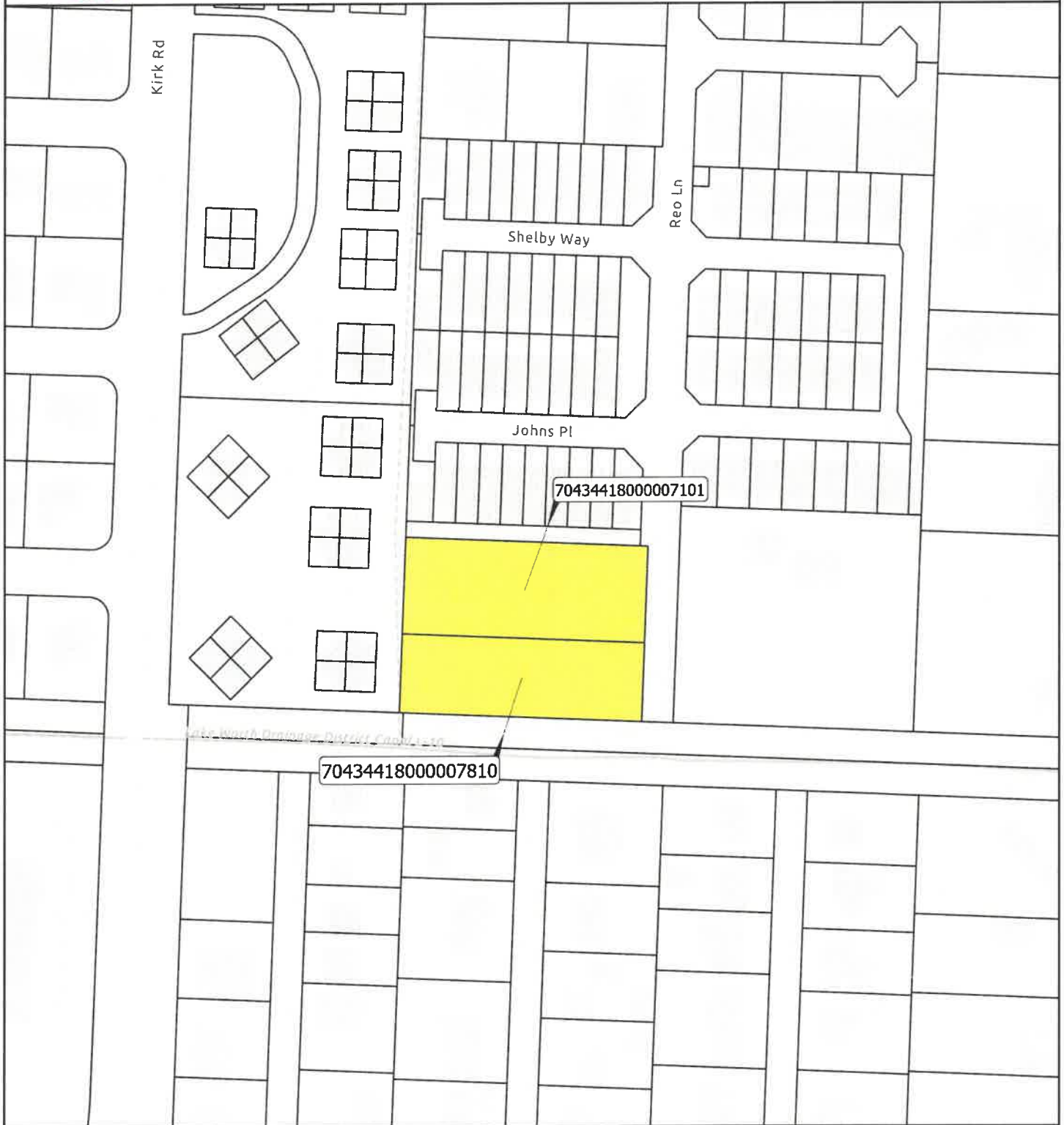






VILLAGE OF PALM SPRINGS

San Jose Palm Springs
2961 & 2971 Reo Lane



Legend

 Parcels

 San Jose Palm Springs

Date: 9/24/2024

When Printed on 8 1/2" x 11"
1 inch equals 200 feet

0 250
Feet

 Florida Technical Consultants



VILLAGE OF PALM SPRINGS

San Jose Palm Springs
2961 & 2971 Reo Lane



Legend

 Parcels

 San Jose Palm Springs

Date: 9/25/2024

When Printed on 8 1/2" x 11"

1 inch equals 200 feet

0 250 Feet

 Florida Technical Consultants