AGENDA
VILLAGE COUNCIL MEETING
VILLAGE HALL COUNCIL CHAMBERS
226 CYPRESS LANE ■ PALM SPRINGS, FL 33461
MAY 8, 2025
6:30 PM

COUNCIL

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

ADMINISTRATION

□ Village Manager Michael Bornstein
□ Village Attorney Christy Goddeau
□ Village Clerk Kimberly Wynn

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

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

Motion	Second	Vote

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

1. **Approve April 10, 2025, Village Council Regular Meeting Minutes:** Motion for

the approval of April 10, 2025, Village Council Regular Meeting Minutes
Staff: Kimberly Wynn, Village Clerk

2. **Resolution No. 2025-28 to Submit the Transportation Alternative Grant Application for 2nd Avenue North Complete Streets Improvements Project - FDOT:** Motion to approve Resolution No. 2025-28 to submit the Transportation Alternatives Grant Application for $1,500,000 through the Transportation Planning Agency (TPA) to the Florida Department of Transportation (FDOT) for sidewalk, ADA, and mobility improvements along 2nd Avenue North.
Staff: Felipe Lofaso, Public Works Director

3. **Correction to Work Authorization #2 to Keshavarz and Associates (Task Order #383):** Motion to approve a corrected Work Authorization #2 to Keshavarz & Associates (Task Order #383) for the 2nd Avenue North Complete Streets project.
Staff: Felipe Lofaso, Public Works Director

4. **Resolution No. 2025-32 Approval of the piggyback agreement for the purchase of Village employee uniforms with the Bob Barker Company:** Motion to approve Resolution No. 2025-32 to enter a piggyback agreement with Bob Barker Company utilizing the State of Florida Department of Management Service contract (#23-53100000) for the procurement of Village uniforms Village Wide use. The utilization of the agreement will not culminate in a single department exceeding $35,000.00. Future projects with estimated costs exceeding $35,000 will be presented to the Village Council for approval.
Staff: Felipe Lofaso, Public Works Director

5. **Resolution No. 2025-31 - Contract Award – ITB No. 2025B-008 - RL Pratt WTP Lime Slurry System Replacement (TO No. 339) - Utilities Department - Florida Design Contractors LLC.:** Motion to approve Resolution No. 2025-31 to enter into an Agreement with Florida Design Contractors, LLC for $1,411,000.00 to include demolishing the existing system, relocating two (2) lime slurry tanks, installing a new slurry/feeder system and pumps, installing a new Control System, and making all necessary electrical, piping, and SCADA modifications. Funding is available from the Utilities Department FY 2025 Budget Funded - Water & Sewer Enterprise Fund.
Staff: Jimmie Johnson, Utilities Director

6. **Approve Work Authorization #1- HE-U17 – Adcock Lane Septic to Sewer - Task Order No. 375:** Motion for the approval of Work Authorization #1-HEU17 [Task Order No. 375] with Holtz Consulting Engineers, Inc., to support all required professional engineering services associated with Adcock Lane Septic to Sewer (TO No. 375) at a cost not to exceed $44,975.00.
Staff: Jimmie Johnson, Utilities Director

7. **Approve Work Authorization #1- HE-U16 - WW1-1 Transmission System**

Improvements Canal L-9 Kirk Road to Ida Way Task Order No. 380 - Utilities Department - Holtz Consulting Engineers, Inc.: Motion for the approval of Work Authorization #1-HE-U16 (Task Order No. 380) with Holtz Consulting Engineers, Inc., to support all required professional engineering services associated with WW1-1 Transmission System Improvements Canal L-9 Kirk Road to Ida Way (TO No.380) at a cost not to exceed $424,555.00.
Staff: Jimmie Johnson, Utilities Director

8. **Resolution No. 2025-29 - Approve Stipulated Agreement 3395 2nd Avenue North and Budget Transfer:** Motion for the approval of Resolution No. 2025-29 to enter a stipulated agreement to proceed with the purchase of the property at 3395 2nd Avenue North for the negotiated price of $820,000, amending the budget to allocate funds from ARPA in the amount of $1,083,958.00 to the General Fund.
Staff: Mara Frederiksen, Finance Director

9. **Temporary License Agreement for Phantom Fireworks - 2822 Forest Hill Boulevard - Tow (2) Temporary-Seasonal Storage Container for Five (5) Years:** Motion to approve a Temporary License Agreement with Phantom Fireworks at 2822 Forest Hill Boulevard to allow a total of two (2) storage containers during 4th of July holiday season and the New Year's Eve season to provide additional storage inventory.
Staff: Iramis Cabrera, PZB Director

10. **Approval of Joseph L. Fallon Scholarship Awards:** Motion for approval to award ten (10) student scholarship checks for $1,000 each for the Joseph Fallon Scholarship Award. Funding for the proposed awards is available within the FY2025 Budget-General Fund.
Staff: Josefina Maliska, Library Services Director

11. **Proclamation:** Recognizing Building Safety Month - May 2025
Staff: Iramis Cabrera, PZB Director

12. **Proclamation:** Recognizing Municipal Clerk Week - May 04–10, 2025.
Staff: Kimberly Wynn, Village Clerk

13. **Proclamation:** Recognizing Drinking Water Week - May 04-10, 2025.
Staff: Jimmie Johnson, Utilities Director

14. **Proclamation:** Recognizing Police Week May 11-17, 2025 and Peace Officer Memorial Day - May 15, 2025.
Staff: Thomas Ceccarelli, Police Chief

15. **Proclamation:** Recognizing Public Works Weeks - May 18-24, 2025.
Staff: Felipe Lofaso, Public Works Director

End of Consent Agenda....

Motion	Second	Vote

PRESENTATIONS

16. **Presentation of Trophy Award to Clifford O. Taylor/Kirklane Elementary School - Book Wars Challenge Winners**
    Staff: Josefina Maliska, Library Services Director

17. **Presentation- Joseph L. Fallon Scholarship Awards - Ten (10) Scholarship Awards**
    Staff: Josefina Maliska, Library Services Director

18. **Presentation of Awards to Winners from Taco Fiesta Event**
    Staff: Juan Ruiz, Director of Parks and Recreation

PUBLIC COMMENT (Three-minute limit)

REGULAR AGENDA

19. **Appointment to the Planning and Zoning Board:** Motion to nominate for appointment two (2) regular members, and one (1) Junior Alternate Member to the Planning & Zoning Advisory Board to serve a three-year term that expires May 14, 2028.
    Staff: Kimberly Wynn, Village Clerk

Motion	Second	Vote

20. **Resolution No. 2025- 06 Modification to Purchase Order No. 250291 -Task Order #368 as a Best Interest Acquisition for Library Shelving Installation Project - R. George & Associates Inc.:** Motion to approve Resolution No. 2025-06 to modify a Purchase Order No. 250291 with R. George & Associates Inc. as a Best Interest Acquisition (Section 58-11) for an amount not to exceed $19,064.06 for the Library Shelving Installation Project, bringing the total project cost to $51,986.26. Funding is available from #01771-56300.
    Staff: Josefina Maliska, Library Services Director

Motion	Second	Vote

21. **Resolution No. 2025-27 - Authorization to Purchase Network Switches and Routers as Best Interest Acquisitions-Village Wide - Trifecta, LLC:** Motion to

approve Resolution No. 2025-27 to authorize the purchase and installation of twenty (20) Network Switches with Trifecta as the Best Interest Acquisition (Section 58-11) for an amount of $83,036.00.
Staff: Mara Frederiksen, Finance Director

Motion	Second	Vote

PUBLIC HEARINGS

22. ***(Quasi-Judicial Hearing)*** **Proposed Resolution No. 2025-30 - Site Development Plan (SPR25-03) and Special Exception Use (PSSE25-02) - Palm Springs Market Place - 3965 South Congress Avenue Inc.:** Motion to recommend approval of an application submitted by Palm Springs Market Place, LLC, applicant and contract purchaser for 3965 South Congress Inc. The application seeks approval from the Village Council for a Site Development Plan Amendment (SPR25-03) and concurrently requests a Special Exception Use (PSSE25-02) to allow the construction of a 10,879-square-foot retail center with a drive-thru coffee shop and a sit-down restaurant within the commercial property at 3965 South Congress Avenue.
Staff: Christian Melendez Berrios, PZ&B Technician

Motion	Second	Vote

23. **(First Reading) Ordinance No. 2025-03 - Updates to the Land Development Regulations:** Motion to approve Ordinance No. 2025-03, which proposes to amend the Land Development Regulations and Official Zoning Map to implement the Comprehensive Plan, based on the Evaluation and Appraisal Report (EAR) conducted in 2024. This amendment aims to comply with Florida law and implement the new Vision. ***(CONTINUATION FROM APRIL 10, 2025, VILLAGE COUNCIL REGULAR MEETING)***
Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote

ACTIONS AND REPORTS

VILLAGE MANAGER COMMENTS

VILLAGE COUNCIL COMMENTS

ADJOURNMENT

NEXT MEETING
THURSDAY, JUNE 12, 2025, AT 6:30 P.M.
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

VILLAGE HALL- COUNCIL CHAMBERS
226 CYPRESS LANE
PALM SPRINGS, FLORIDA
APRIL 10, 2025 AT 6:30 PM

CALL TO ORDER

Mayor Bev Smith called the Village Council Regular Meeting to order at 6:50 p.m. *(Immediately following the Community Redevelopment Agency Meeting)*

ROLL CALL

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

Absent: None

Also Present: Village Manager Michael Bornstein, Village Attorney Christy Goddeau, Village Clerk Kimberly M. Wynn, Assistant Village Manager Kim Glas-Castro, Police Chief Tom Ceccarelli, Sergeant-In-Arms, Planning, Zoning, and Building Director Iramis Cabrera, Public Works Director Felipe Lofaso, and Finance/IT Director Mara Frederiksen.

INVOCATION

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

PLEDGE OF ALLEGIANCE

The Village Council led the Pledge of Allegiance.

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

The Village Manager noted there were no Additions, Deletions, or Modifications to the agenda. Council Member Waller moved to approve as presented, it was seconded by Vice-Mayor Schmitz. The said motion carried 5-0.

CONSENT AGENDA

1. **Approval of March 13, 2025, Local Planning Agency Meeting Minutes: Motion for approval of March 13, 2025, Local Planning Agency Meeting Minutes.**
   Staff: Kimberly Wynn, Village Clerk

2. **Approval of March 13, 2025, Village Council Regular Meeting Minutes: Motion for the approval of March 13, 2025, Village Council Regular Meeting Minutes.**
   Staff: Kimberly Wynn, Village Clerk

3. **Appointment to the Joseph L. Fallon Scholarship Committee: Motion for the approval to appoint Ashley Saingilus to the Joseph L. Fallon Scholarship as a Regular Member to evaluate essay submissions for high school students**

for consideration of the Joseph Fallon Scholarship.
Staff: Kimberly Wynn, Village Clerk

SUMMARY: The Fallon Scholarship Committee consists of Police Chief Ceccarelli, Assistant Village Manager Kim Glas-Castro, Library Director Jossie Maliska, and Council Member Patti Waller. There is a vacancy on the Board due to the resignation of Mrs. Robin Hughes.

The Scholarship Selection Committee includes five (5) members from different departments, a Village Council member, and a Library Board or community representative. Generally, the Committee meets once a year to review and evaluate applications based on financial need, grades, experience, and personal evaluations.

Human Resource Director, Mrs. Ashley Saingilus has expressed an interest in serving on the Joseph L. Fallon Scholarship Committee. If the appointment is approved by the Village Council, she will serve until she resigns her position at the Village, or request to be removed from the Committee.

Fiscal Impact: There is no fiscal impact.

4. **Reappointment to the Parks and Recreation Board: Motion to approve the reappointment of Alberto Jordat and Rick DiRenzo as Regular Members to the Parks and Recreation Board to serve a three-year term that expires May 14, 2028.**
Staff: Kimberly Wynn, Village Clerk

SUMMARY: The terms for Mr. Alberto Jordat and Mr. Rick DiRienzo will expire on May 14, 2025, on the Parks and Recreation Board. Mr. Jordat and Mr. DiRienzo has expressed an interest in continuing to serve as a Regular member on the Advisory Board.

If approved, they will serve a three-year term that expires May 14, 2028. The appointments would leave no vacancies on the Parks and Recreation Board.

5. **Resolution No. 2025-25 - Approve Piggyback Agreement with Universal Cabling System, Inc. for Village Wide Cabling Contractor Services and Proposal for Police Department Building Expansion project: First motion to approve Resolution No. 2025-25 to enter a piggyback agreement with Universal Cabling System utilizing the Palm Beach County School Districts contract awarded through a competitive selection process - Cabling Contractor Services (Bid No. 24C-31V) for a cabling contractor to provide services for the cabling distribution system for analog and digital voice telephony, video and network data operations for Village Wide use. Future projects with estimated costs exceeding $35,000 will be presented to the Village Council for approval.**

The second motion is for the Police Department to enter into a Piggyback Agreement with Universal Cabling System, Inc. for an amount not to exceed $222,261 for the Police Expansion Project at 217 Cypress Lane. The proposal for the PD Building Expansion structured cabling with Universal Cabling Systems, Inc. will be funded by Account Number 01229-56200.
Staff: Sylvia Ward, Purchasing Manager

SUMMARY: The IT Department has determined the need for a cabling contractor to provide services for the cabling distribution system for analog and digital voice telephony, video and network data operations for Village Wide use. The installation of fiber optic-based premised wiring distribution systems is the backbone of networks.

The Village is seeking authorization to enter into a piggyback agreement with Universal Cabling Systems, Inc., utilizing the Palm Beach County School District's contract awarded through a competitive selection process - Cabling Contractor Services (Bid No. 24C-31V). The Village has worked with the proposed vendor and has received excellent service and quality products.

If approved, the Village would accept all terms, conditions, and pricing based on the Palm Beach County School District contract with Universal Cabling Systems, Inc. The proposed agreement would expire on June 19, 2027; if Palm Beach County School District extends the term of the contract, the Village may extend the term of the agreement. 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.

In addition to the recommendation of the piggyback agreement, the IT Department obtained a proposal for the cabling services required for the Police Department Building Expansion project. The proposal includes labor and materials for the structured cabling scope of work aligned with the construction specifications and drawings. The total proposed amount is not to exceed $222,261.00, utilizing the price schedule rates from the Palm Beach County School District Cabling Contractor Services agreement.

The Village Attorney prepared the proposed agreement, and the Finance Director and Procurement Manager reviewed it.

Fiscal Impact: The proposal for the Police Building Expansion structured cabling with Universal Cabling Systems, Inc. will be funded by Account Number 01229-56200. Future projects with estimated costs exceeding $35,000 will be presented to the Village Council for approval.

6. **Resolution No. 2025-26 Approve Right-of-Way Deed - Coconut Road - 3798 Coconut Road: Motion for the approval of Resolution No. 2025-26 for a Right-of-Way Deed with Coconut Road to maintain a safe roadway for property owners and residents within the area that would accept property**

within the public access easement including a 35' cross-section containing the existing pavement for vehicular travel and provide for the future development of a drainage swale and sidewalk improvements.
Staff: Iramis Cabrera, PZB Director

SUMMARY: In 2006, 2011, and 2012, Palm Beach County transferred portions of Coconut Road to the Village through annexations (Resolution No. 2012-55). The balance of the road, from Canal 11 Road south to 540' north of 2nd Avenue North, is a public access easement (not a platted right-of-way) granted by all abutting property owners and was not formally maintained by the County.

Note: The Village installed utility lines in 2011 and resurfaced the roadway.

To maintain a safe roadway for property owners and residents within the area, Village staff has received a proposed right-of-way deed that would accept property within the public access easement including a 35' cross-section containing the existing pavement for vehicular travel and would provide for the future development of a drainage swale and sidewalk improvements. During the redevelopment or significant improvement of adjacent property, the Village will request a right-of-way dedication from adjoining owners.

Currently, the Village has received two (2) right-of-way deeds to be considered by the Village Council.

Right-of-way deeds were prepared by the Village Attorney and reviewed by the Planning, Zoning, & Building Director. A sealed sketch and legal description were reviewed by the Village Surveyor and attached to the executed deed.
Note: Village Council approval is required for this deed to be accepted.

Following approval by the Village Council, the proposed deed will be filed with the Palm Beach County Clerk of Courts.

Fiscal Impact: The proposed right-of-way deed does not have a direct fiscal impact on the Village.

7. **Work Authorization Amendment No. HE-CRA2.1 - Congress Avenue Sanitary Sewer Force Main Project - Task Order No. 305 (FY25 Budget funded - CRA / General Fund) - Holtz Consulting Engineers: Motion to approve Work Authorization HE-CRA2.1 with Holtz Consulting Engineers (Holtz), which represents an increase of $53,330 for added professional engineering services related to the final design and construction oversight of the Congress Avenue Sanitary Sewer project (Task Order No. 305).**
Staff: Kimberly Glas-Castro, Assistant Village Manager

SUMMARY: The Palm Springs Community Redevelopment Agency (CRA) staff is requesting approval of Work Authorization Amendment HE-CRA2.1 with Holtz Consulting Engineers (Holtz) for added professional engineering services requested by Palm Beach County related to the final design and construction

oversight of the Congress Avenue Sanitary Sewer project (Task Order #305).

This amendment to the work authorization includes:

- $1,900 for preparation of a sketch & legal description for the proposed master lift station easement at 1212 South Congress Avenue;
- $3,910 for a revised design of the aerial crossings over the LWDD canals to accommodate a future water main; and
- $47,520 to increase the onsite Construction Manager time from 12 hours/week to 20 hours/week.

The Village Council is requested to approve Work Authorization Amendment HE-CRA2.1 (Task Order No. 305) to support all required professional engineering services and related tasks to the final design and construction of the sanitary sewer project, for a total of $473,600, an increase of $53,330 over the next 14 months.

A review of the 90% construction plans was conducted on March 4, 2025. Permit applications have been submitted to the Lake Worth Drainage District, Palm Beach County Land Development Department, Florida Department of Transportation, and Palm Beach County Health Department.

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

Note: The Village/CRA will utilize County contractor, Johnson-Davis, who is familiar with PBCWUD construction standards via piggyback agreement - this is anticipated to be brought to the May meeting.

The proposed Work Authorization Amendment HE-CRA2.1 was prepared by Holtz Consulting Engineers and reviewed by the Assistant Village Manager, Project Manager, and the Palm Beach County Water Utility Department Director.

Fiscal Impact: The Village/CRA has committed $1.5 million for its portion of the project costs for Phase 1, utilizing the general fund balance after the allocation of ARPA funds to other general services. The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this agreement.

8. **Task Order No. 381 - Village Commons Park Improvements Project - Clearspan Structures, LLC: Motion for the approval of - Task Order No. 381 - Clearspan Structures, LLC in the amount of $45,174 for survey services associated with Village Commons Park Improvement Project near 226**

Cypress Lane. Funding is available from the FY 2025 Capital Improvement Plan (CIP) Budget.
Staff: Juan Ruiz, Director of Parks and Recreation

SUMMARY: This task order authorizes due diligence survey services as the critical first step in the Village Commons Park Improvement Project.
Scope of Work:

- Provide surveying services as required to provide a current survey depicting the existing topography, improvements, and known utilities.
- Provide private locates for onsite utilities within the proposed work area.
- Provide a title search of the affected parcels to determine any recorded easements.
- Provide management and coordination of these services with various subcontractors.

These services are essential for informing the design phase and ensuring proper planning and permitting for all subsequent park improvement work.

The Village Commons Park Improvement Project is a priority initiative aimed at enhancing recreational facilities and public spaces for our residents. Before design and construction activities can proceed, a comprehensive site assessment must be conducted.

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

Fiscal Impact: The cost of Task Order No. 381 is $45,174. Funds for this task order are allocated in the approved Village Capital Improvement Plan (CIP) budget for FY 24/25.

9. **Proclamation: Recognizing Public Safety Telecommunicators Week - April 13-19, 2025.**
   Staff: Andrea Medero, Records Clerk

10. **Proclamation: Recognizing National Library Week - April 6-12, 2025**
    Staff: Andrea Medero, Records Clerk

11. **Proclamation: Recognizing Arbor Day - April 2025.**
    Staff: Andrea Medero, Records Clerk

End of Consent Agenda....
Mayor Smith discussed the Public Safety Telecommunicators' Week, National Library Week and Arbor Day Proclamation on the agenda. She spoke of the Council's appreciation for each.

Mayor Pro Tem Ready made a motion to approve the Consent Agenda. Council Member Brinkman seconded the motion. The said motion carried 5-0.

PRESENTATIONS

12. **Palm Springs 2024/2025 Community Survey - The National Community Survey/Polco: Mr. Brandon Barnett and Steven Vickers, Survey Specialists with the National Research Center/Polco, will present the first scientific Palm Springs 2024-2025 Community Survey.**

    Staff: Kimberly Glas-Castro, Assistant Village Manager

    SUMMARY: Mr. Brandon Barnett and Steven Vickers, Survey Specialists with the National Research Center/Polco, will summarize the 2024-2025 Community Survey findings.

    In the future, Village surveys will be administered every 3–4 years, with a shorter version offered in various formats for evaluation. The National Community Survey conducted in 2022 will serve as a benchmark for this year's survey. The advanced report will also include comparisons with other communities that have previously conducted the National Community Survey.

    The community survey was initially scheduled for September to November 2024; however, due to low response rates from randomly selected households and the open participation survey, the survey period has been extended to remain open until February 28, 2025.

    The Assistant Village Manager, Mrs. Glas-Castro, introduced Polco Consultant, Jason Neumeir. Mr. Neumeir gave a brief overview of his role with the National Community Survey and his professional background. He explained that the results were monitored over time to focus on different aspects of the Village, which included safety, livability, schools and service. Different methods were used to collect data for this survey. He discussed the key findings of the audit, highlighting the strengths and weaknesses.

    Mayor Pro Tem Ready inquired about the number of surveys that were returned as undeliverable mail. He wanted to know if they were scanned for bad addresses or if these were rentals. Further, if the survey were conducted now, would the statistics change because of the impending tariffs? Assistant Village Manager Glas-Castro stated that the majority of the return mail was from Lakeside Village Condominiums. The recipients were snowbirds with Canadian addresses whose mail was not forwarded. Typically, there is a 2-5% mail return rate. There would also have to be some consideration of the trends that are taking place today.

    Fiscal Impact: There is no fiscal impact resulting from this presentation.

13. **Presentation of Annual Comprehensive Financial Report**
Staff: Mara Frederiksen, Finance Director

SUMMARY: Mr. Nicholas Martin, a Senior Manager at Marcum, LLP, the auditing firm for the Village, will present the Annual Comprehensive Financial Report (ACFR) for the fiscal year that ended on September 30, 2024. The presentation will include the audit report on the financial statements.

Fiscal Impact: None

The Finance Director, Ms. Mara Frederiksen, acknowledged the Finance Department for their hard work then introduced Mr. Nicolas Martin from CBIZ to give a presentation on the Annual Comprehensive Finance Report (ACFR). He summarized the ACFR for FY 2024 to the Village Council. Since the Village exceeded $750,000 in grant funding, it triggered a single audit by the State. Mr. Martin talked about a financial analysis that could be carried out based on the last five years; but, there were no concerns about the audit.

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

PUBLIC COMMENT

Fire District Chief Ronald Martinez, and his staff introduced a new smoke detector and carbon monoxide alarm initiative that they are partnering with the American Red Cross for the residents of Palm Springs. The monitors have lifetime batteries installed, and some are ADA-compliant for hearing and vision impaired. They install the device, and it is free. There is no hard-wire involved. Renters can participate; however, they must get homeowner approval. They discussed how anyone can sign up for the device.

Chief Martinez announced they would be available for the upcoming Easter Event on April 19, 2025. He then proceeded with the monthly statistics for the Village. The response times for the Village remain above average.

PUBLIC HEARINGS

14. **(First Reading) Ordinance No. 2025-03 - Updates to the Land Development Regulations: Motion to approve Ordinance No. 2025-03, which proposes to amend the Land Development Regulations and Official Zoning Map to implement the Comprehensive Plan, based on the Evaluation and Appraisal Report (EAR) conducted in 2024. This amendment aims to comply with Florida law and implement the new Vision.**
Staff: Iramis Cabrera, PZB Director

SUMMARY: The Village of Palm Springs adopted a Vision Plan in August 2023 and an Evaluation and Appraisal Report (EAR)-based on amendments to its Comprehensive Plan in 2024 (changes to comply with Florida law and changes to implement the new Vision). The Village is required to update the Land Development Code (LDC) within one year of the adopted Comprehensive Plan. To that end, the Village developed a Technical Advisory Committee to guide the LDC updates, encourage public participation in the process, and vet the draft document prior to the Village Council review.

A Joint Workshop was held on February 13, 2025, with the Village Council, Planning and Zoning Board & CRA to provide an overview of the recommended changes to the Code and to seek input from the Joint Committee and the public. As a result of the Joint Workshop, the following updates were made:

- Revised language for the corridor overlay to clarify that any site area dedicated to the right- of-way would still be included in the total site calculations for intensity and/or density.
- Renamed the Roadway overlay as the "Lake Worth Road Connector Overlay".
- Removed Sec. 34-1300 Administrative Policies for Affordable Housing related to the Live Local Act. The State pre-empts the Village on this matter, and the legislation does not require the Village to codify the process. However, the Village must include a summary of the process for Live Local Act projects on the Village Website. The consultant is working with Village staff to add this to the web page for Affordable Housing.
- Refined the standards for setbacks from stormwater ponds.

A Public Hearing of the Planning and Zoning Board was held on March 11, 2025, to present the most recent draft of the Land Development Regulations. The Planning and Zoning Board recommended approval of the draft with one revision.

- Revise Sec. 34-878.8 Prohibited uses in the CR Commercial Renewal Zoning District to add gas stations and convenience foods as prohibited uses.

The Planning and Zoning Board recommended that the ordinance be forwarded to the Council 6-1 with Member Richard Hughes dissenting.

The purpose of today's public hearing is to present the final draft of the updated Land Development Code and Zoning Map amendments to the Village Council.

If approved in the 1st reading, the proposed ordinance will be considered for the 2nd and final reading by the Village Council on May 8, 2025.

Fiscal Impact: Adoption of the revised land development regulations will facilitate the redevelopment of many undeveloped properties and, therefore, will increase the Village's property valuation.

Mrs. Bonnie Landry, Consultant with Landry and Associates, presented Ordinance No. 2025-03. Per Florida Statutes, within one year of the Comprehensive Plan amendments, the Village must update the Land Development Code to correspond with the new plan. She discussed the five (5) focus areas, which included the Vision Plan and CRA, Mobility, Live Local Legislation, Environmental Regulations, and Developmental Standards.

In the current version, there were three primary changes. The Live Local Act was removed from the Code. Legislation in 2023 and 2024 makes it a preemptive law that is related to projects meeting the requirements for affordable housing. Further, there is a new requirement for websites that, in addition to posting the inventory, the Village must also include the process for an affordable housing project. The Village will add it to the website. Ms. Landry discussed the proposed amendments to the Comprehensive Plan and the prohibited uses. There is a need to cap Green Building incentives. She talked about new regulations that change the littoral zone (Sec. 34-1354.2). Also, the requirement for water bodies is > 1 acre, and a 50% minimum of the shoreline must be planted.

Council Member Brinkman asked us to include language in the Code that indicates when it is necessary to do littoral approvals, since the process can be expensive. It is generally done between site plan approvals (between site plan approvals).

It was questioned if there should be a cap on the maximum height of buildings in the Village renewal for properties exceeding four (4) stories - 48 feet. She explained that the Village must demonstrate the additional height doesn't adversely impact adjacent properties. Mrs. Landry clarified if this should be considered on a case-by-case basis or if the Village have a cap. The Village Attorney, Mrs. Goddeau, explained that with the Live Local Act, there could be an unlimited height limit. She talked about calculating the residential use in Commercial Renewal (CR) Zoning.

Mayor Smith asked if smoke shops, vape shops, and tattoo parlors could be added to the list of prohibited uses in the Village. The Village Attorney, Mrs. Goddeau advised the Council that because this is a preemption, additional research is required. Tattoo parlors would have to be redefined since, under the current Code, they're classified as retail. The Council asked to prohibit massage parlors as well. There was discussion about current businesses that can be grandfathered in and what is considered nonconforming.

Ms. Landry asked if the Village wanted to cap the maximum height of buildings in the Village Renewal (VR) Zone for properties exceeding four stories - 48 feet (page 18). It must demonstrate that additional height doesn't adversely impact adjacent properties. Should this be on a case-by-case basis, or should the Village have a cap? Village Attorney Goddeau explained

that with the Live Local Act, there could be an unlimited height limit. She also discussed calculating the residential use in CR Zoning.

Mayor Smith offered the public an opportunity for public comment. There was none. The Village Attorney, Mrs. Goddeau read the title of the caption to the record.

Mayor Pro Tem Ready made a motion to approve Ordinance No. 2025-03 on the First Reading. At this point, Council Member Brinkman asked if property owners were getting rezoned with this amendment and if they were notified. There was further discussion about sending a notice to vested property owners. The Council would like to have the property owners receive direct notifications. In the meantime, they recommended that Ordinance No. 2025-03 be continued to a date certain of May 8, 2025, Village Council Public Hearing.

Mayor Pro Tem Ready made a motion to withdraw approval of Ordinance No. 2025-03. Council Member Waller seconded the motion. The said motion carried 5-0.

Council Member Brinkman made a motion to continue Ordinance No. 2025-03 to May 8, 2025, Village Council Meeting, and Mayor Pro Tem Ready seconded the motion. The said motion carried 5-0.

ACTIONS AND REPORTS

No Actions and Reports.

VILLAGE MANAGER COMMENTS

No Village Manager Comments

VILLAGE COUNCIL COMMENTS

The Village Council gave updates on upcoming events. They thanked Ms. Frederiksen and the Finance Department for a successful audit report.

ADJOURNMENT

Hearing no further business, Mayor Smith adjourned the meeting at 8:23 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 **April 10, 2025**. Which minutes were formally approved and adopted by the Village Council on **MAY 8, 2025.**

Kimberly M. Wynn
Village Clerk

NEXT REGULAR MEETING:
THURSDAY, MAY 8, 2025, AT 6:30 P.M.
(IMMEDIATELY FOLLOWING THE CRA MEETING)

Village of Palm Springs

Executive Brief

AGENDA DATE: May 8, 2025

DEPARTMENT: Public Works

ITEM #2: Resolution No. 2025-28 to Submit the Transportation Alternative Grant Application for 2nd Avenue North Complete Streets Improvements Project - FDOT

SUMMARY: The Village is improving the infrastructure on 2nd Avenue North between Congress Avenue and Lake Worth Road. This area is within the Community Redevelopment Agency (CRA) District and will be redeveloped in the future. The Village's Vision Zero Action Planning and Mobility Planning efforts guide improvements to the road, drainage system, and pedestrian facilities.

The Transportation Planning Agency (TPA) provides grants for projects that improve mobility and support walking. The Public Works Department submitted a grant application for $1,500,000 for sidewalk, ADA, and mobility improvements along 2nd Avenue North.

On March 11, 2025, the Planning and Zoning Board reviewed the project and approved it to move forward to the Village Council for further support, including operation and maintenance. The Florida Department of Transportation (FDOT) is funding the Transportation Alternatives grant through the Transportation Planning Agency.

The staff is now asking the Village Council for support for this project.

FISCAL IMPACT:
If approved, the Village may receive a total of $1,500,000 from the TPA's Transportation Alternatives grant program to be utilized to fund construction-related improvements on 2nd Avenue North.

ATTACHMENTS:
1. Resolution No. 2025-28 TPA Grant Application
2. 2025 TA Program Application - Palm Springs FINAL

RESOLUTION NO. 2025-28

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING THE MAYOR OR DESIGNEE TO EXECUTE THE TRANSPORTATION ALTERNATIVES GRANT APPLICATION AND HAVE THE SAME SUBMITTED THROUGH THE TRANSPORTATION PLANNING AGENCY (TPA) FOR $1,500,000 FOR THE 2ND AVENUE NORTH COMPLETE STREETS IMPROVEMENTS PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Transportation Planning Agency (TPA) provides grants for projects that improve mobility including those projects that support walking, use of sidewalks, improve ADA accessibility, and other mobility related improvements; and

WHEREAS, the Village has identified the 2nd Avenue North corridor (from Congress to Lake Worth Road), an area within the Village's Community Redevelopment Agency (CRA) area, for redevelopment under the Village's Vision Zero Action Planning and Mobility Planning efforts with improvements needed to the roadway, drainage system, and pedestrian facilities ("Complete Streets project"); and

WHEREAS, the Village Public Works Department desires to submit a grant application to the TPA for $1,500,000 in Transportation Alternatives funding for the redevelopment of the Complete Streets project along 2nd Avenue North from Congress Avenue to Lake Worth Road; and

WHEREAS, the Complete Streets project will serve as a long-term asset, benefiting residents and visitors for years to come; and

WHEREAS, the Village finds that the cooperative efforts set forth in the proposed Grant Application serve a valid public purpose and are in the best interests of the Village.

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

Section 1. The foregoing recitals are incorporated into this Resolution by reference as true and correct findings of the Village Council.

Section 2. The Village Council of the Village of Palm Springs hereby authorizes the Mayor or designee to execute the grant application for the Transportation Alternatives Program attached hereto as Exhibit "A" and incorporated herein.

Section 3. The Mayor or designee shall through Village staff take all other actions as necessary to submit the grant application and effectuate the purpose of the same.

Section 4. This Resolution shall take effect immediately upon adoption.

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

Aye Nay Absent

BEV SMITH, MAYOR

KIM SCHMITZ, VICE MAYOR

GARY READY, MAYOR PRO TEM

JONI BRINKMAN, COUNCIL MEMBER

PATTI WALLER, COUNCIL MEMBER

The Mayor thereupon declared this Resolution duly passed and adopted this 10th day of MAY 2025.

VILLAGE OF PALM SPRINGS, FLORIDA

_____
BEV SMITH, MAYOR

ATTEST:

_____
KIMBERLY WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

_____
CHRISTY GODDEAU

2nd Avenue North Complete Streets

Transportation Alternatives Program

BlackCat GRANT MANAGEMENT SYSTEM

Applications

Applications

	Year	District	Organization	Application Type	Description	Fund Source	Status
Clear Filters							
Select	2025	District 4	Village of Palm Springs	FY 2025 Transportation Alternative (TA) Program - District 4	2nd Avenue North Complete Streets Project	Transportation Alternative (TA) Set-Aside	Submitted

Village Manager's Office
226 Cypress Lane
Palm Springs, FL 33461
(561) 584-8200
www.vpsfl.org

February 4, 2025

Brian Ruscher

Palm Beach TPA

301 Datura Street

West Palm Beach, FL 33401

RE: Agency Commitment to 2025 Local Initiative Grant

Dear Mr. Ruscher,

The Village of Palm Springs is submitting an application for funding through the Transportation Alternative Program. The Village is requesting funding to construct a Complete Streets project along 2nd Avenue North from Congress Avenue to Lake Worth Road. The Village has control of the areas on which the project will be constructed and authorizes the project to be completed. The successful completion of this project will further the Village and TPA's goals of enhancing non-motorized opportunities for the region.

The Village is committed to administering construction and maintaining the project once construction is completed. The Village will appropriate the necessary funds as part of its annual operating budget. If we need to provide any additional information on our efforts, please contact my office at (561) 584-8200.

Thank you for your consideration of this grant application.

Sincerely,

Michael Bornstein (Feb 5, 2025 16:24 EST)

Michael Bornstein

Village Manager

Village of Palm Springs - Letter for TPA TA Project Support

Final Audit Report 2025-02-05

Created:	2025-02-05
By:	Kimberly Wynn (kwynn@vpsfl.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqcV7Y5-neovu2rf_QLwxgw-OgY_t_KQI

"Village of Palm Springs - Letter for TPA TA Project Support" History

Document created by Kimberly Wynn (kwynn@vpsfl.org)
2025-02-05 - 9:09:42 PM GMT- IP address: 151.132.2.218

Document emailed to mbornstein@vpsfl.org for signature
2025-02-05 - 9:09:58 PM GMT

Email viewed by mbornstein@vpsfl.org
2025-02-05 - 9:22:43 PM GMT- IP address: 104.47.65.254

Signer mbornstein@vpsfl.org entered name at signing as Michael Bornstein
2025-02-05 - 9:24:09 PM GMT- IP address: 151.132.2.218

Document e-signed by Michael Bornstein (mbornstein@vpsfl.org)
Signature Date: 2025-02-05 - 9:24:11 PM GMT - Time Source: server- IP address: 151.132.2.218

Agreement completed.
2025-02-05 - 9:24:11 PM GMT

TRANSPORTATION ALTERNATIVES SET-ASIDE PROGRAM (TA) FUNDING APPLICATION

A continuation of the Surface Transportation Block Grant, TA funding is by contract authority from the Highway Trust Fund, subject to the overall federal-aid obligation limitation determined by the Federal Highway Administration (FHWA). Projects must support surface transportation, be competitively solicited, and comply with the provisions of the FDOT Work Program Instructions and the Bipartisan Infrastructure Law (BIL), enacted as the Infrastructure Investment and Jobs Act (IIJA) [§ 11109; 23 United States Code (U.S.C.) 133(h)]. District representatives may be contacted for guidance.

PART 1 – APPLICANT INFORMATION

1. **Applicant Agency Sponsor Type.** Select the box indicating the agency of the person who can answer questions about this project proposal. Then complete applicable text fields. Note: State-recognized non-profit agencies may partner with an eligible governmental entity but are not eligible as a direct grant recipient.

Checkbox next to each of the following types of agencies that do not indicate text field. Document allows one selection.

- ● Local government (e.g., county, city, village, town, etc.).
- ○ Regional transportation authority or transit agency.
- ○ Natural resource or public land agency.
- ○ School district, local education agency, or school (may include any public or nonprofit private school). Projects should benefit the public and not just a private entity.
- ○ Recognized Tribal Government.
- ○ Other local or regional governmental entity with oversight responsibility for transportation or recreational trails, consistent with the goals of 23 U.S.C. 133(h).
- ○ Metropolitan / Transportation Planning Organization / Agency (collectively MPO) (only for urbanized areas with less than 200,000 population).
- ○ FDOT (only by request of another eligible entity, then enter the requesting entity). If “checked”, enter the requesting entity in the space provided. (Word limit 5)

2. **Agency name of the applicant.** (Word limit 5).

Village of Palm Springs

3. **Agency contact person’s name and title.** (Word limit 5).

Felipe Lofaso, Public Works Director

4. **Agency contact person’s telephone number and email address.** (Word limit 5).

(561) 352-5631, flofaso@vpsfl.org

PART 2 – LOCAL AGENCY PROGRAM (LAP) CERTIFICATION

LAP is FDOT's primary mechanism to provide governmental subrecipients with federal funds to develop transportation infrastructure facilities through cost-reimbursement (grant) agreements. This legal instrument (the grant agreement) will describe intergovernmental tasks to be accomplished and the funds to be reimbursed for selected projects. The FDOT Local Programs Manual and FDOT Procedure 525-010-300 provides details for local agencies to complete a certification process that is a risk-based assessment evaluating whether they have sufficient qualifications and abilities "to undertake and satisfactorily complete the work" for infrastructure projects. Non-profit organizations are not eligible for LAP certification, local agencies are not eligible for certification of Project Development and Environment (PD&E) or Right-of-Way (ROW) acquisition phases. FDOT is required to provide oversight on fee-simple and less-than-fee ROW acquisition phases, including license agreements, encroachment agreements, perpetual easements, temporary construction easements, and donations.

○ **LAP Full Certification**

Provide:

Approval Date: _____ and Expiration Date: _____

Responsible Charge Name: _____

○ **LAP Project Specific Certification**

Provide:

Approval Date: _____ Project FM(s) Number: _____

Responsible Charge Name: _____

○ **Not LAP Certified – A LAP Certified Agency will deliver the project on behalf of the uncertified Agency.**

Provide:

Sponsoring Agency Name: _____ Contact Name: _____

Address: _____ Phone: _____

○ **Not LAP Certified - FDOT District will administer the project.**

Provide:

FDOT Contact Name: _____ Phone: _____

● **Not LAP Certified – the Agency will become LAP certified 1 year prior to the delivery of the LAP project.**

○ **Not Applicable – this is a Non – Infrastructure Project.**

PART 3 – PROJECT INFORMATION

1. **Project Name / Title:** (Word limit 15). 2nd Avenue North Complete Streets Project

2. **Is this a resubmittal of a previously unfunded project?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and indicate the year(s) of submittal(s) and include project title(s), if different, in the space provided. (Word limit 5).

   ○ Yes ● No

3. **Does this project connect a previously funded project(s)?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and indicate the Financial Management (FM) number(s) and provide a brief description of the other related FDOT-funded phases that are complete, underway, or in the FDOT 5-year Work Program. (Word limit 5).

   ○ Yes ● No

4. **Is funding requested for this same project from another source administered by FDOT?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and indicate funding source(s) / application(s) submitted. NOTE: Contact your district representative to discuss if this same project is partially funded in the 5-year Work Program or if FDOT has received another application for funding it. (Word limit 5).

   ○ Yes ● No

5. **What are you proposing in this application?** In 200 words or less, provide a description of the project and what it will accomplish. The description should allow a person without prior knowledge of the project to clearly understand it. Summarize the purpose, need, project attributes, the relationship to surface transportation, how the project improves safety, and expected benefits.

The proposed project will further the Village's efforts at increasing safety and enhancing access for non-motorized users. The redevelopment of the 2nd Ave. North corridor will allow the Village to implement a Complete Streets design that transforms the roadway and leads to not only transportation benefits but also impacts the businesses and residential neighborhoods that are located along the approximate 3,400 linear feet of roadway. The project impacts 2nd Ave. North from Congress Ave. to the east, running to Lake Worth Road, which represents the western limit of the segment.

The design of the project will incorporate effective Complete Street strategies, including a shared-use pathway along the north side and a 6' foot sidewalk along the south side of the street. In addition, a 5' on-road bike lane will be constructed on each side with curbs and landscaped buffers between them. These new facilities will significantly increase access for pedestrians, bicycles, and other non-motorized uses such as jogging and skating. These dedicated lanes will enhance safety for all users, greatly reducing potential interaction with vehicles. Other safety features on the fully compliant ADA corridor include bollards, curb ramps, solar flashing beacons, and signage. The project will include site amenities consisting of trash receptacles, bike racks, and benches situated along the pathways.

REQUIRED UPLOAD: PROJECT INFORMATION SUPPORTING DOCUMENTATION including 1) Scope of Work clearly describing the purpose and need for this project and the desired outcome; detailed description of the existing conditions; and detailed description of the proposed project and major work item improvements (e.g., project limits (begin / end), width of sidewalks or trails and other components, materials, drainage, lighting, signing and pavement markings, etc.). 2) Intent to enter into a cost reimbursement agreement for delivering the project. 3) Signed PROJECT CERTIFICATION from the maintaining agency confirming the applicant is authorized to submit the proposal, the information is accurate, intent to enter into a Memorandum of Understanding or Interagency Agreement for ongoing operations and maintenance of the improved facility, and compliance with all federal and state requirements.

PART 4 – PROJECT LOCATION

1. **Indicate the municipality(ies) of the project location.** (Word limit 5).

   Village of Palm Springs

2. **Indicate the county(ies) of the project location.** (Word limit 5).

   Palm Beach

3. **Roadway Classification**

   ○ Yes ● No State roadway (on-system)

   ○ Yes ● No Federal roadway

   ● Yes ○ No Local roadway (off-system)

4. **Indicate the roadway name(s) [including applicable state, federal, county road number(s), local roadway name, and roadway identification number (e.g., SR 5 / US 1 / CR 904 / Overseas Highway / ID number: 90040000)].** (Word limit 10).

   2nd Avenue North

5. **Indicate the roadway beginning project limits (south or west termini), mile points, and crossroads at each end of each listed segment.** (Word limit 10).

   2nd Avenue N & Lake Worth Road

6. **Indicate the roadway ending project limits (north or east termini), mile points, and crossroads at each end of each listed segment.** (Word limit 10).

   2nd Avenue N & Congress Avenue

7. **Indicate the total project length, in miles and linear feet.** (Word limit 10).

   3,400 LF (.64 Miles)

8. **Does the project involve the Florida Shared-Use Nonmotorized (SUN) Trail network?** If not, select “no”, and indicate N/A in the space provided. If so, select “yes”, and indicate the trailway identification number, beginning and ending mile points. (Word limit 5).

   ○ Yes ● No

9. **Within the next five years, are non-FDOT funds being expended within the limits or adjacent to the proposed project?** If not, select “no” and indicate N/A in the space provided. If so, select “yes”, and briefly explain. (Word limit 50).

   ○ Yes ● No

PART 5 – PROJECT TYPE

NOTE: Certain areas may not be prioritizing Non-infrastructure (NI) proposals or all eligible infrastructure activities (or may recommend bundling activities together). Contact your district representative for guidance.

1. **PROJECT CATEGORY** Select one box that best represents the project proposal. Then, complete either the "Infrastructure" or "NI" selections.

- ● **A. Infrastructure.** If so, select "yes", then select the most appropriate "infrastructure" eligible activity from listing below. (Pages range 5-6)
- ○ **B. Non-infrastructure (NI).** If so, select "yes", then select the most appropriate NI eligible activity from the listing following the Infrastructure activities. (Page range 7)

5-A. INFRASTRUCTURE ELIGIBLE ACTIVITY

Select one box that best represents the project proposal). As applicable, complete infrastructure eligible text fields.

- ● **Pedestrian and / or Bicycle facilities** (Select this box for construction, planning, and design of off-road trail facilities or on-road facilities for pedestrians, bicyclists, and other nonmotorized forms of transportation).
- ○ **Safe Routes for Non-Drivers** (Select this box for construction, planning, and design of infrastructure related projects and systems that provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs).
- ○ **Conversion of Abandoned Railway Corridors to Trails** (Select this box for conversion and use of abandoned railroad corridors into trails for pedestrians, bicyclists, or other nonmotorized transportation users).
- ○ **Scenic Turnouts and Overlooks** (Select this box for construction of turnouts, overlooks, and viewing areas). If "yes", list any Florida Scenic Byways visible from the project or indicate N/A in text field. (Word limit 5).
- ○ **Outdoor Advertising Management** (Select this box for inventory, control, or removal of outdoor advertising). If "yes", list any Florida Scenic Byways within the project limits or indicate N/A in text field. (Word limit 5).
- ○ **Historic Preservation and Rehabilitation of Historic Transportation Facilities** (Select this box for historic preservation or rehabilitation of historic transportation facilities). If "yes", list any locally designated or National Register of Historic Places listed or eligible resources or indicate N/A in the text field. (Word limit 5).
- ○ **Vegetation Management** (Select this box for vegetation management in public transportation ROW to improve roadway safety, prevent invasive species, and erosion control). If "yes", list any Florida Scenic Byways within the project limits, or indicate N/A in text field. (Word limit 5).

- **Archaeological Activities** (Select this box for archaeological activities related to impacts from transportation projects funded by FHWA). If “yes”, list the State Site Number (aka Site File Number) for the archaeological site, or indicate N/A in the text field. (Word limit 5).

- **Stormwater Mitigation** (Select this box for environmental mitigation activities addressing stormwater management, control, and water pollution prevention or abatement related to transportation projects).

- **Wildlife Management** (Select this box for wildlife mitigation and reduction of wildlife mortality, or to restore and maintain connectivity among terrestrial or aquatic habitats).

- **Boulevards** (Select this box for boulevards, defined as a walkable, low speed (35 mph or less) divided arterial thoroughfares in urban environments designed to carry both through and local traffic, pedestrians, and bicyclists. These may be high ridership transit corridors; serve as primary goods movement and emergency response routes; and use vehicular and pedestrian access management techniques that promote economic revitalization and follow complete street principles]. If “yes”, list any Florida Main Street communities or Florida Trail Towns within the project limits, or indicate N/A in text field. (Word limit 5).

- **Recreational Trails Program** [Select this box for recreational trails compliant with 62-S-2, Florida Administrative Code, and 23 U.S.C. 104 (b)]. If “yes”, list the parks / recreational areas within the project limits, or indicate N/A in the text field. (Word limit 5).

- **Safe Routes to Schools (SRTS)** [Select this box for SRTS projects, codified as 23 U.S.C. 208, that substantially improves the ability of kindergarten through 12th grade students (vulnerable road users) to walk and / or bicycle to school]. Traditionally includes sidewalks, traffic calming and speed reduction, traffic diversion improvements, pedestrian and bicycle crossings, on-street bicycle facilities, off-street bicycle facilities, and bicycle parking facilities at public schools. If “yes”, list the benefiting schools that are within two miles of the project limits; total student enrollment; approximate number of students living along the route; and the percentage of students eligible for reduced meal programs, or indicate N/A in the space provided. (Word limit 10).

- **Other surface transportation eligible purpose** (Only if within urbanized areas with a population greater than 200,000). If “yes”, list the eligible activity or indicate N/A in the space provided. (Word limit 5).

5-B. NI ELIGIBLE ACTIVITY *** Note: For Infrastructure projects, skip this page.***

Select one box that represents the project proposal. Checkbox indicating NI eligible activity. Document allows one selection.

- **Vulnerable road user safety assessment as defined by Section 316.027 (b), F.S.**
- **Workforce development, training and education activities that are eligible uses of TAP funds.**
- **SRTS projects, codified as 23 U.S.C. 208.** This NI activity must be primarily based at the school and benefit students and / or their parents and have documented support from the school(s). If "yes", list the benefiting schools; total student enrollment and students served by project; approximate number of students living along the route; and the percentage of students eligible for reduced meal programs, or indicate N/A in space provided. (Word limit 10).

NI COMPONENTS As applicable, insert the number of each type of proposed activity. Numerical field indicating total number NI program would provide.

- Number of walk or bicycle audits.
- Number of bicycle skills / safety classes.
- Number of pedestrian skills / safety classes.
- Number of community demonstration projects.
- Number of community encouragement activities.
- Number of community challenges.
- Number of community workshops / stakeholder meetings.
- Number of classroom / educational classes receiving pedestrian / bicycle safety instruction / education.
- Number of school assemblies receiving pedestrian / bicycle safety instruction / education.
- Number of training sessions to implement the SRTS program (e.g., training for volunteer walking school bus leaders, training for bicycle train leaders, etc.).
- Number of after school programs receiving pedestrian / bicycle safety instruction / education.
- Number of bicycle rodeos.
- Number of pedestrian safety skills events.
- Number of schools with walking school bus programs (defined as planned route with meeting points, a timetable, and a schedule of trained volunteers).
- Number of schools with bicycle train programs (defined as a planned route with meeting points, a timetable, and a schedule of trained volunteers).
- Number of student-led leadership initiatives (e.g., student patrols, peer-led learning, etc.).

PART 6 – AREA CONDITIONS

Select applicable boxes describing the area and complete applicable text fields. Then, upload supporting documentation.

1. **Select one box that describes the geographic population size of the project area.**
   - ○ Non-Urban Area with a population of 5,000 or less
   - ● Urban Area with a population greater than 5,000 but no more than 50,000
   - ○ Urban Area with a population greater than 50,000 but no more than 200,000
   - ○ Urban Area with a population greater than 200,000

2. **Is the project within the boundary of an MPO*?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and indicate the MPO in the space provided. (Word limit 5).

   ● Yes ○ No Palm Beach County TPA

3. **Is the project within the boundary of a Transportation Management Area (TMA)?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and indicate the TMA in the space provided. (Word limit 5).

   ○ Yes ● No N/A

4. **Is the project within a Rural Economic Development Initiative (REDI) community or designated as a Rural Area of Opportunity (RAO) as defined pursuant to Section 288.0656, F.S.?** If not, select "no", and indicate N/A in the space provided. If so, select "yes" and indicate the REDI / RAO in the space provided. (Word limit 5)

   ○ Yes ● No N/A

5. **Indicate the United States Congressional District number(s) of the project location.** (Word limit 5).

   22

6. **Will the project address equity by providing benefits to traditionally underserved communities as determined by the U.S. Census?** These communities could include low-income residents, minorities, those with limited English proficiency, persons with disabilities, children, or older adults. If not, select "no", and indicate N/A in the space provided. If so, select "yes", and briefly explain how the project improves environmental justice (e.g., disadvantage community access point(s) and destinations the project benefits, median household income, free or reduced priced school meals and how SRTS projects benefit the students, etc.). (Word limit 10).

   ○ Yes ○ No The project serves tract 46.02, a low-income community with persistent poverty.

7. **Are there transit stops / shelters / support facilities within the project limits?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and indicate the identification number. (Word limit 5).

   ● Yes ○ No Palm Tran Route 62 (western limit) and Palm Tran Route 2 (eastern limit)

8. **Is the project within a high-crash pedestrian corridor (or an area with a history of crashes involving pedestrians)?**

   ○ Yes ● No

9. **Is the project within a high-crash bicycle corridor (or an area with a history of crashes involving bicyclists)?**

   ○ Yes ● No

10. **Would the project implement a bicycle or pedestrian action plan(s)?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and specify the name of the plan and date of adoption. (Word limit 5).

    ● Yes ○ No Village of Palm Springs Transportation/Mobility Master Plan (2021)

**** Metropolitan / Transportation Planning Organization / Agency (MPO)***

REQUIRED UPLOAD: AREA CONDITIONS SUPPORTING DOCUMENTATION (e.g., excerpt pages from adopted plans or studies, maps illustrating transit facilities and connectivity to the improvement, short statement of support with a signature of the school official and their contact information for SRTS projects, median household income by census tract for community benefiting, collision heat maps / crash data for area surrounding project limits, etc.).

PART 7 – PUBLIC INVOLVEMENT

Public involvement, engagement, and collaboration is a key component of the federal project development process and must be conducted in accordance with applicable rules and regulations in the event the project is selected for funding. Indicate which of the following are applicable (Select all that apply). Complete the text field or indicate N/A in the space provided. Then, upload supporting documentation.

1. **Does the greater community support the project, as demonstrated by recently adopted proclamations or resolutions expressing commitment and public engagement?** If "yes", explain the engagement and how the concept evolved based on public involvement. Indicate the resolution number, adoption date, and participating parties in the space provided. If "no", indicate N/A in the space provided. (Word limit 10).

   ○ Yes ● No N/A

2. **Was the project discussed at a regularly scheduled meeting of an advisory board of an appointed group of citizens, such as bicycle pedestrian advisory groups or similar committee that provides support toward the project?** If "yes", provide meeting information, including the date and type of advisory board meeting, and the input received. If "no", indicate N/A in the space provided. (Word limit 10).

   ○ Yes ● No N/A

3. **Was there an advertised public meeting to discuss the project?** If "yes", provide a brief description, including the input received, how the concept evolved based on public involvement, date, and type of meeting. If "no", indicate N/A in the space provided. (Word limit 10).

   ● Yes ○ No Village Council Meeting 12/12/2024

4. **Do recent community surveys indicate both need and support for the project and stakeholders will continue to be engaged in the implementation of the project?** If "yes", briefly explain. If "no", indicate N/A in the space provided. (Word limit 10).

   ○ Yes ● No N/A

REQUIRED UPLOAD: PUBLIC INVOLVEMENT SUPPORTING DOCUMENTATION (e.g., resolution, proclamation, regularly scheduled meeting agenda and minutes, public meeting advertisement, community survey, letters of support, etc.).

PART 8 – CONCURRENCY / CONSISTENCY

Is the project consistent with the applicable comprehensive plan(s), transportation plan(s), capital improvement plan(s), and / or the long-term management plan(s)? [Note: Board of County Commissioners functions as MPO in nonmetropolitan areas (Section 339.135(4)(c)1, F.S.)]. If not, select "no", and indicate N/A in the space provided. If so, select "yes", and use the text field to explain consistency, include MPO prioritization number. If a modification is required, indicate the meeting date for adoption. (Word limit 10).

● Yes ○ No Enhance Safety for non-motorized use, Vision Zero & Transportation/Mobility Master Plan (2021)

REQUIRED UPLOAD: CONCURRENCY / CONSISTENCY SUPPORTING DOCUMENTATION (e.g., supporting resolution(s), excerpt from comprehensive plan(s), transportation plan(s), capital improvement plan(s), management plan(s), prioritization list, etc.).

PART 9 – ENVIRONMENTAL CONDITIONS

Select the boxes describing the Environmental Conditions. As applicable, complete the text field or indicate N/A in the space provided. Then, upload supporting documentation. Applicants for NI proposals may skip the Environmental Conditions section.

1. **Does the project involve lands identified by the Florida Wildlife Corridor Act of 2021 [Section 259.1055, Florida Statutes (F.S.)]?**
   ○ Yes ● No

2. **Does the project involve state-owned conservation lands?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and indicate the state-owned conservation lands. NOTE: Use of state-owned conservation lands is subject to coordination by the managing entity. (Word limit 5).
   ○ Yes ● No N/A

3. **Does a railway facility exist within 1,000 feet of the project limits?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and indicate railway facility. (Word limit 5).
   ○ Yes ● No N/A

4. **Does the project physically cross a railway facility?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and indicate the crossing's railway identification number, and beginning and ending mile points. (Word limit 5).
   ○ Yes ● No N/A

5. **Would the project provide lighting at locations with nighttime crashes?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and describe the proposed lighting in the space provided. (Word limit 5).
   ● Yes ○ No Project will include new lighting in dark/unlit crash location identified by Vision Zero Action Plan.

6. **Would the project implement an adopted Americans with Disabilities Act (ADA) transition plan?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and describe proposed ADA improvements in the space provided. (Word limit 5).
   ● Yes ○ No ADA improvements at each intersection (3) and 60+ ADA curb ramps installed.

7. **Is an Environmental Assessment for the project complete?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and describe any specific issues in the space provided. (Word limit 10).

   ○ Yes ● No N/A

8. **Is the project adjacent to locally designated or National Register of Historic Places (NRHP) listed or eligible resources?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and list resources, indicate if the resources have received Florida Department of State Historic Preservation Grant funds, and explain any preservation agreements, covenants, or easements in the space provided. If applicable, select "unknown". (Word limit 5).

   ○ Yes ● No ○ Unknown N/A

9. **Are there any archaeological sites or Native American sites located within or adjacent to the project boundary?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and list State Site Number (aka Site File Number) for the sites. If applicable, select "unknown". (Word limit 5).

   ○ Yes ● No ○ Unknown N/A

10. **Are there any parks, recreation areas, or wildlife / waterfowl refuges within or adjacent to the project boundary?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and list the facilities in the space provided. (Word limit 5).

    ○ Yes ● No N/A

11. **Are there any navigable waterways adjacent to or within the project boundary?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and list the navigable waterways. (Word limit 5).

    ○ Yes ● No N/A

12. **Are there any wetlands within or adjacent to the project limits?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and describe in the space provided. Include permit types required and any obtained for the project. (Word limit 5).

    ○ Yes ● No N/A

13. **Is it likely that there are protected / endangered / threatened species and / or critical habitat impacts within the project limits?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and describe in the space provided. If applicable, select "unknown". (Word limit 5).

    ○ Yes ● No ○ Unknown N/A

14. **Are there any potential contamination / hazardous waste areas within or adjacent to the project limits?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and describe in the space provided. If applicable, select "unknown". (Word limit 5).

    ○ Yes ● No ○ Unknown N/A

15. **Are there any noise-sensitive areas near the project area?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and describe in the space provided. If applicable, select "unknown" (Word limit 5).

    ○ Yes ● No ○ Unknown N/A

REQUIRED UPLOAD for Infrastructure (not applicable for NI): ENVIRONMENTAL CONDITIONS SUPPORTING DOCUMENTATION (e.g., labeled photographs on maps depicting conditions, permits, copy of the entire study or environmental assessment, excerpt pages from adopted plans, etc.).

PART 10 – DESIGN / TYPICAL SECTIONS

Select the boxes describing the design status and complete the text fields. Then, upload supporting documentation. Applicants for NI proposals may skip the Design / Typical Section.

1. **Are signed and sealed design plans available for this project?**
   - ○ Yes
   - ● No

2. **If design plans are not at 100 percent, or do not meet current standards and / or reflect existing conditions, select the box identifying the status.** (Word limit 100).
   - ● No design plans
   - ○ 30% design plans
   - ○ 60% design plans
   - ○ 90% design plans
   - ○ Other:

3. **Briefly describe the design status in the space provided.** If design is at 100 percent, indicate the date of the plans. (Word limit 100).

The final design of the project has not begun. The Village will initiate and complete environmental, design, and permitting before the programmed fiscal year funding becomes available. While preliminary planning has enabled the Village to develop a concept plan for the project, an experienced engineer will be engaged to complete design, obtain permitting, and prepare construction specifications for bidding. Completing these pre-construction activities will be the responsibility of the Village.

The design of the project will include the non-motorized elements that the requested federal funding will assist with constructing, along with enhancements to the roadway itself, which is not part of the funding request. To further improve safety for all users of the corridors, the roadway will be improved with 11' foot travel lanes and a new 11' foot turn lane in the center of the roadway. This expansion will provide greater room between vehicles and bicyclists and pedestrians. Another important aspect of the design will be to improve the drainage of the corridor with a new and effective system.

REQUIRED UPLOAD for Infrastructure (not applicable for NI): Typical Section(s) depicting existing and proposed features, dimensions, and ROW lines. If there are multiple segments, provide typical sections for each. If available, provide design plans.

PART 11 – OWNERSHIP / ROW STATUS

Select the boxes describing the Ownership / ROW Status and complete applicable text fields. Then, upload supporting documentation. Applicants for NI proposals may skip the Ownership / ROW Status section.

1. **Is ROW acquisition, defined as obtaining property not currently owned by the Local Agency through any means (e.g., deed, easement, dedication, donation, etc.), necessary to complete this project?**

   ● Yes ○ No

2. **Explain the ROW status (owned / fee simple, leased / less-than fee, and / or needs) along the project boundary, including when ROW was obtained and how ownership is documented (e.g., plats, deeds, prescriptions, certified surveys, transfers, easements). Provide information for verifying ownership (e.g., book / page number, transfer agreements, dates, etc.). If ROW acquisition is necessary before constructing the proposed project and / or the applicant agency is not the landowner, indicate the necessary coordination with other owners for all fee-simple purchases and / or any less-than fee / lease needs (including temporary construction and / or other easements and / or permits for drainage, railroad, utilities, etc.) necessary to secure ROW certification. Indicate the proposed acquisition timeline, expected funding source, the total number of parcels, type of acquisition, limitations on fund use or availability, and who will acquire and retain ownership of proposed land.** (Word limit 150).

The project will be constructed in existing ROW controlled by the Village. The Village has completed a survey for the project area and identified sufficient property for the construction of the property. A map, survey, and typical section of the ROW are provided as an attachment.

REQUIRED UPLOAD for Infrastructure (not applicable for NI): OWNERSHIP / ROW STATUS SUPPORTING DOCUMENTATION including applicable ROW Certification including ownership verification documenting site control and related landowner supporting documentation. Site control documents must include an adequate legal description of the parcel(s) comprising the project site, such that staff can compare it to the boundary map submitted with the application and evaluate whether there is control of the project site (e.g., ROW Certification, ROW maps, plats, warranty deeds, prescriptions, certified surveys, easements, use agreement, etc.). Maps should clearly show the location of each ownership in relation to the project boundary and / or limits. NOTE: provide map documentation on 8.5” x 11” scale. DO NOT provide reduced copies of original plats and or maps that cannot be read at scale. If applicable, an exhibit visually depicting the new ROW anticipated for the project, together with a spreadsheet providing the tax identification number(s) of each impacted parcel and the approximate size of the new acquisition area for each impacted parcel.

PART 12 – PROJECT IMPLEMENTATION AND COSTS

Complete either the Infrastructure Table Summary with the overall project programming (phases, schedule, and estimated costs for the proposed work) or the NI Cost Narrative Table. Then, upload supporting documentation.

Not all phase types may be eligible for TA funds, and not all areas prioritize all phases. Local agencies are responsible for covering all unanticipated cost increases, including but not limited to price inflation and increases in the cost of construction; account for them using local funds. FDOT does not allow programming TA funds for contingency costs. The local agency must have the ability to pay for non-participating costs (e.g., utility relocation). Chapter 337.14, F.S. prohibits an entity from performing both design services and construction engineering inspection services (CEI) for a project wholly or partially funded by the FDOT and administered by a local government entity.

REQUIRED UPLOAD: PROJECT IMPLEMENTATION AND COSTS SUPPORTING DOCUMENTATION.
1) Either provide a detailed engineer cost estimate if the project is designed or if the project has not been designed or is a NI project, provide a detailed opinion of probable costs (including all pay items and a timeline for deliverable). Utilize the FDOT Basis of Estimates Manual to develop a detailed estimate with FDOT pay items for construction phase estimates.
2) As applicable, letter from local agency budget office committing local funds to the project.

***** Note: Applications for NI Projects to skip to page 15.*****

Infrastructure Project Phases / Work Types	Select phase(s) included in this request	INFRASTRUCTURE Table Summary Overall Project Programming (Cost Summary and Schedule)						
		Schedule (Month/Year)		Funding sources and costs ($)				
				Federal Funds		Non-Federal / Local Funds		Total Cost Estimate ($)
		Start (mm/yy)	End (mm/yy)	TA Program ($)	Other Federal ($)	Non-TA/ Local Funds ($)	Other ($)	
Planning Development (Corridor or Feasibility)								
PD&E								
Preliminary Engineering / Design (PE)						200,000		200,000
Environmental Assessment (associated with PE)								
Permits (associated with PE)								
ROW								
Construction	✓			$1,287,500		1068625		2356125
CEI						50,000		$50,000
Other costs (describe)								
							Total Infrastructure Project Cost Estimate	$2,606,125

***** Note: applications for infrastructure projects do not need to fill out this page*****

NI Cost Narrative Table

Below each item, explain how the item will support the program, and other appropriate details.

Budget Item	Requested Funds
Personnel Services (List titles and totals in first boxes below) In Narrative, include numbers of hours, hourly rates, who this person is, and whether it's a new position or new hours and duties added to an existing position.	
Narrative:	
Narrative:	
Narrative:	
Expenses	
Materials and Supplies:	
Educational items:	
Promotional Items:	
Other Expenses:	
Operating Capital Outlay	
Equipment:	
Total NI Project Cost Estimate	

RESOURCES

FDOT Transportation Alternatives Program:
https://www.fdot.gov/planning/systems/systems-management/tap

FDOT Local Agency Program Manual:
http://www.fdot.gov/programmanagement/LP/Default.shtm

FDOT Office of Environmental Management PD&E Manual:
https://www.fdot.gov/environment/pubs/pdeman/pdeman-current

FDOT Basis of Estimates Manual:
https://www.fdot.gov/programmanagement/estimates/documents/basisofestimatesmanual/boemanual

Florida Safe Routes to School Guidelines:
https://www.fdot.gov/safety/2A-Programs/Safe-Routes.shtm

TRANSPORTATION ALTERNATIVES PROGRAM CERTIFICATION OF PROJECT SPONSOR

PROJECT NAME: 2nd Avenue North Complete Streets Project

LOCATION: Palm Springs, FL

PROJECT LIMITS: (from south or west limit) 2nd Avenue N & Lake Worth Road

(to north or east limit) 2nd Avenue N & Congress Avenue

By checking the box you agree to do the following:

- ✓ Enter into a maintenance agreement with the Florida Department of Transportation (FDOT), as necessary, prior to the design phase.
- ✓ Comply with the **Federal Uniform Relocation Assistance and Acquisition Policies Act** for any Right of Way actions required for the project.
- ✓ Provide any required funding match, incur any additional expenses beyond the approved project costs in the LAP agreement, and are responsible for any non-participating items (e.g. utility relocations).
- ✓ Pursue or retain LAP certification and enter into a LAP agreement with FDOT.
- ✓ Comply with NEPA process prior to construction, including any necessary involvement with the State Historic Preservation Officer (SHPO), and other State and/or Federal agencies, prior to construction.

I further certify that the estimated costs included herein are reasonable and agree to follow through on the project once programmed in the FDOT's Work Program. I fully understand that significant increases in these costs could cause the project to be removed from the FDOT's Work Program.

Michael Bornstein
Michael Bornstein (Feb 5, 2025 16:24 EST)
* Signature

Michael Bornstein
Name (please type or print)

Village Manager
Title

02/05/2025
Date

* This should be executed by person who has signatory authority for sponsor and is authorized to obligate services and funds for that entity (generally chairman of the board or council).

TA Application Signature Page - Palm Springs

Final Audit Report 2025-02-05

Created:	2025-02-05
By:	Kimberly Wynn (kwynn@vpsfl.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAh20qr5YicCdkSvws3QBhZnnV_WoPTLTP

"TA Application Signature Page - Palm Springs" History

Document created by Kimberly Wynn (kwynn@vpsfl.org)
2025-02-05 - 9:06:16 PM GMT- IP address: 151.132.2.218

Document emailed to mbornstein@vpsfl.org for signature
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Signer mbornstein@vpsfl.org entered name at signing as Michael Bornstein
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Document e-signed by Michael Bornstein (mbornstein@vpsfl.org)
Signature Date: 2025-02-05 - 9:24:47 PM GMT - Time Source: server- IP address: 151.132.2.218

Agreement completed.
2025-02-05 - 9:24:47 PM GMT

Transportation Alternatives Set-Aside (TA)

ENGINEER'S COST ESTIMATE

Financial Management Number (if applicable):

Project Description: 2nd Ave North from Congress Avenue to Lake Worth Road Complete Streets Project

Items		TA Eligible				Other Funds (must include all TA ineligible items)					TOTAL	
Pay Item Number*	Pay Item Description*	Quantity	Unit	Engineer's Unit Cost	Engineer's Subtotal Cost (TA funds)	Quantity	Unit	Engineer's Unit Cost	Engineer's Subtotal Cost (other funds)	Source(s) of Match	Total Quantity	Total Engineer's Cost
0101 1	Mobilization	1	LS	$ 150,000.00	$ 150,000.00	1	LS	$ 100,000.00	$ 100,000.00		2	$ 250,000.00
2	Bonds and Insurance	1	LS	$ 20,000.00	$ 20,000.00	1	LS	$ 10,000.00	$ 10,000.00		2	$ 30,000.00
3	Survey	1	LS	$ 15,000.00	$ 15,000.00	1	LS	$ 10,000.00	$ 10,000.00		2	$ 25,000.00
0102 1	Maintenance of Traffic	180	DA	$ 200.00	$ 36,000.00		EA		$ -		180	$ 36,000.00
0102 60	Work Zone Sign	180	ED	$ 25.00	$ 4,500.00		EA		$ -		180	$ 4,500.00
0102 61	Business Sign	10	EA	$ 250.00	$ 2,500.00		EA		$ -		10	$ 2,500.00
0102 76	Arrow Board / Advance Warning Arrow Panel	60	ED	$ 200.00	$ 12,000.00		EA		$ -		60	$ 12,000.00
0102115	Barricade Type III	180	ED	$ 3.00	$ 540.00		EA		$ -		180	$ 540.00
0102 99	Portable Changeable Message Sign, Temporary	60	ED	$ 200.00	$ 12,000.00		EA		$ -		60	$ 12,000.00
0104 13 1	Staked Silt Fence, Type III	6000	LF	$ 1.50	$ 9,000.00		EA		$ -		6000	$ 9,000.00
0104 18	Inlet Protection System	50	EA	$ 50.00	$ 2,500.00		EA		$ -		50	$ 2,500.00
0110 1 1	Clearing and Grubbing		EA		$ -	2	AC	$ 15,000.00	$ 30,000.00		2	$ 30,000.00
0110 4 3	Removal of Existing concrete, concrete sidewalk and driveways	750	SY	$ 6.00	$ 4,500.00		EA		$ -		750	$ 4,500.00
0110 4 5	Removal of existing concrete , curb elements	100	SY	$ 6.00	$ 600.00		EA		$ -		100	$ 600.00
0110 23	Tree Removal		EA		$ -	20	EA	$ 250.00	$ 5,000.00		20	$ 5,000.00
0120 1	Regular Excavation		EA		$ -	1800	CY	$ 5.00	$ 9,000.00		1800	$ 9,000.00
0120 6	Embankment		EA		$ -	3500	CY	$ 10.00	$ 35,000.00		3500	$ 35,000.00
0121 70	Flowable Fill		EA		$ -	100	CY	$ 250.00	$ 25,000.00		100	$ 25,000.00
0160 6	Stabilized subbase		EA		$ -	2000	SY	$ 10.00	$ 20,000.00		2000	$ 20,000.00
0285706	Optional Base Group 6		EA		$ -	2000	SY	$ 18.00	$ 36,000.00		2000	$ 36,000.00
0327 70 1	Mill Existing Asphalt Pavement, 1" Avg depth		EA		$ -	8000	SY	$ 5.00	$ 40,000.00		8000	$ 40,000.00
0327 70 5	Mill Existing Asphalt Pavement, 2" Avg depth		EA		$ -	750	SY	$ 7.50	$ 5,625.00		750	$ 5,625.00
0334 1 13	Superpave Asphaltic Concrete, Traffic C		EA		$ -	600	TN	$ 250.00	$ 150,000.00		600	$ 150,000.00
0339 1	Miscellaneous Asphalt Pavement		EA		$ -	100	TN	$ 250.00	$ 25,000.00		100	$ 25,000.00
0425 4	Inlets, Adjust		EA		$ -	10	EA	$ 750.00	$ 7,500.00		10	$ 7,500.00
0425 5	Manhole, Adjust		EA		$ -	10	EA	$ 750.00	$ 7,500.00		10	$ 7,500.00
0425 5 1	Manhole, Adjust, Utilities		EA		$ -	5	EA	$ 750.00	$ 3,750.00		5	$ 3,750.00
0425 6	Valve Boxes, Adjust		EA		$ -	25	EA	$ 300.00	$ 7,500.00		25	$ 7,500.00
0425 6 1	Meter Boxes, Adjust		EA		$ -	20	EA	$ 100.00	$ 2,000.00		20	$ 2,000.00
0425 8	Drainage Structures, Misc., Adjust		EA		$ -	5	EA	$ 1,500.00	$ 7,500.00		5	$ 7,500.00
0425 11	Modify existing drainage structure		EA		$ -	5	EA	$ 1,500.00	$ 7,500.00		5	$ 7,500.00
0430 94 1	Desilting existing pipe, 0 - 24"		EA		$ -	300	LF	$ 5.00	$ 1,500.00		300	$ 1,500.00

0515 1 2	Pipe Handrail, Guiderail, Aluminum	100	LF	$ 85.00	$ 8,500.00		EA		$ -		100	$	8,500.00
0519 78	Bollards	20	EA	$ 250.00	$ 5,000.00		EA		$ -		20	$	5,000.00
0520 1 7	Concrete Curb and Gutter, Type E	250	LF	$ 100.00	$ 25,000.00		EA		$ -		250	$	25,000.00
0520 1 10	Concrete Curb and Gutter, Type F	7000	LF	$ 50.00	$ 350,000.00		EA		$ -		7000	$	350,000.00
0520 3	Valley gutter, concrete	1500	LF	$ 50.00	$ 75,000.00		EA		$ -		1500	$	75,000.00
0520 5 11	Traffic Separator concrete, Type 1, 6' wide	20	LF	$ 150.00	$ 3,000.00		EA		$ -		20	$	3,000.00
0522 1	Concrete sidewalk and driveways, 4" thick	3000	SY	$ 80.00	$ 240,000.00		EA		$ -		3000	$	240,000.00
0522 2	Concrete sidewalk and driveways, 6" thick	1000	SY	$ 100.00	$ 100,000.00		EA		$ -		1000	$	100,000.00
0523 1	Patterned Pavement, vehicular areas	500	SY	$ 125.00	$ 62,500.00		EA		$ -		500	$	62,500.00
0523 1 3	Patterned Pavement, vehicular areas, green bike lane	200	SY	$ 125.00	$ 25,000.00		EA		$ -		200	$	25,000.00
0527 2	Detectable warnings	240	SF	$ 35.00	$ 8,400.00		EA		$ -		240	$	8,400.00
0570 1 2	Performance Turf, Sod		EA		$ -	8000	SY	$ 5.00	$ 40,000.00		8000	$	40,000.00
0580 4244	Landscape - Palms, Alexander palm single 15-18'		EA		$ -	50	EA	$ 1,200.00	$ 60,000.00		50	$	60,000.00
0580 4343	Landscape - Palms, Sabal palmetto 9-12' clear trunk		EA		$ -	50	EA	$ 850.00	$ 42,500.00		50	$	42,500.00
0580 5132	Landscape - Trees, Crape Myrtle 8-10'		EA		$ -	20	EA	$ 1,000.00	$ 20,000.00		20	$	20,000.00
0580 5183	Landscape - Trees, Gumbo limbo 11-14'		EA		$ -	15	EA	$ 2,500.00	$ 37,500.00		15	$	37,500.00
0580 6 2	Landscape - Large shrub, district specified from list		EA		$ -	100	EA	$ 75.00	$ 7,500.00		100	$	7,500.00
0580 7 23	Landscape - Ground cover, district specified from list, 3 gal		EA		$ -	300	EA	$ 25.00	$ 7,500.00		300	$	7,500.00
0580 7 43	Landscape - Ornamental grass, district specified from list, 3gal		EA		$ -	100	EA	$ 25.00	$ 2,500.00		100	$	2,500.00
0580 7 61	Landscape - Small shrub, district specified from list, 1 gal		EA		$ -	30	EA	$ 25.00	$ 750.00		30	$	750.00
0590 1	Landscape Irrigation System		EA		$ -	1	EA	$ 75,000.00	$ 75,000.00		1	$	75,000.00
0654 2 22	Midblock crosswalk: rectangular rapid flashing beacon, back to back, solar	2	AS	$ 15,000.00	$ 30,000.00		EA		$ -		2	$	30,000.00
0700 1 11	Single post sign, F&I ground mount, up to 12sf	50	EA	$ 450.00	$ 22,500.00		EA		$ -		50	$	22,500.00
0705 11 1	Delineator, flexible tubular	50	EA	$ 25.00	$ 1,250.00		EA		$ -		50	$	1,250.00
0706 3	Retro reflective raised pavement markers	300	EA	$ 5.00	$ 1,500.00		EA		$ -		300	$	1,500.00
0711 11111	Thermoplastic, standard, white, solid 6"	1.32	NM	$ 18,000.00	$ 23,760.00		EA		$ -		1.32	$	23,760.00
0711 11123	Thermoplastic, standard, white, 12" for crosswalk	330	LF	$ 5.00	$ 1,650.00		EA		$ -		330	$	1,650.00
0711 11125	Thermoplastic, standard, white, 24" for stop bar and crosswalk	200	LF	$ 7.50	$ 1,500.00		EA		$ -		200	$	1,500.00
0711 11160	Thermoplastic, standard, white, message or symbol	10	EA	$ 250.00	$ 2,500.00		EA		$ -		10	$	2,500.00
0711 11170	Thermoplastic, standard, white, arrow	5	EA	$ 250.00	$ 1,250.00		EA		$ -		5	$	1,250.00
0711 11211	Thermoplastic, standard, yellow, solid 6"	1.32	NM	$ 18,000.00	$ 23,760.00		EA		$ -		1.32	$	23,760.00
0711 11231	Thermoplastic, standard, yellow, skip 6"	0.1	GM	$ 13,300.00	$ 1,330.00		EA		$ -		0.1	$	1,330.00
0721 74 1	Trash receptacle, pre fabricated		EA		$ -	20	EA	$ 750.00	$ 15,000.00		20	$	15,000.00
0721 75 1	Benches, prefabricated		EA		$ -	20	EA	$ 750.00	$ 15,000.00		20	$	15,000.00
0721 77	Bicycle parking rack	10	EA	$ 500.00	$ 5,000.00		EA		$ -		10	$	5,000.00
			EA		$ -		EA		$ -		0	$	-
			EA		$ -		EA		$ -		0	$	-

			EA		$ -		EA		$ -		0	$	-
			EA		$ -		EA		$ -		0	$	-
			EA		$ -		EA		$ -		0	$	-
			EA		$ -		EA		$ -		0	$	-
			EA		$ -		EA		$ -		0	$	-
		TA Eligible Costs / TA Funds Requested (not funded through other sources)			**$ 1,287,540.00**		**Other Funds (must include TA Ineligible Costs)**		**$ 868,625.00**		**Subtotal**	**$**	**2,156,165.00**
Design Cost					$ -				$ 200,000.00			$	200,000.00
CEI Cost					$ -				$ 50,000.00			$	50,000.00
CONTINGENCY **(REQUIRED)**		Contingency is not a FHWA Participating Item							$ 200,000.00				
Total Cost Estimate					**$ 1,287,540.00**				**$ 1,318,625.00**			**$**	**2,606,165.00**

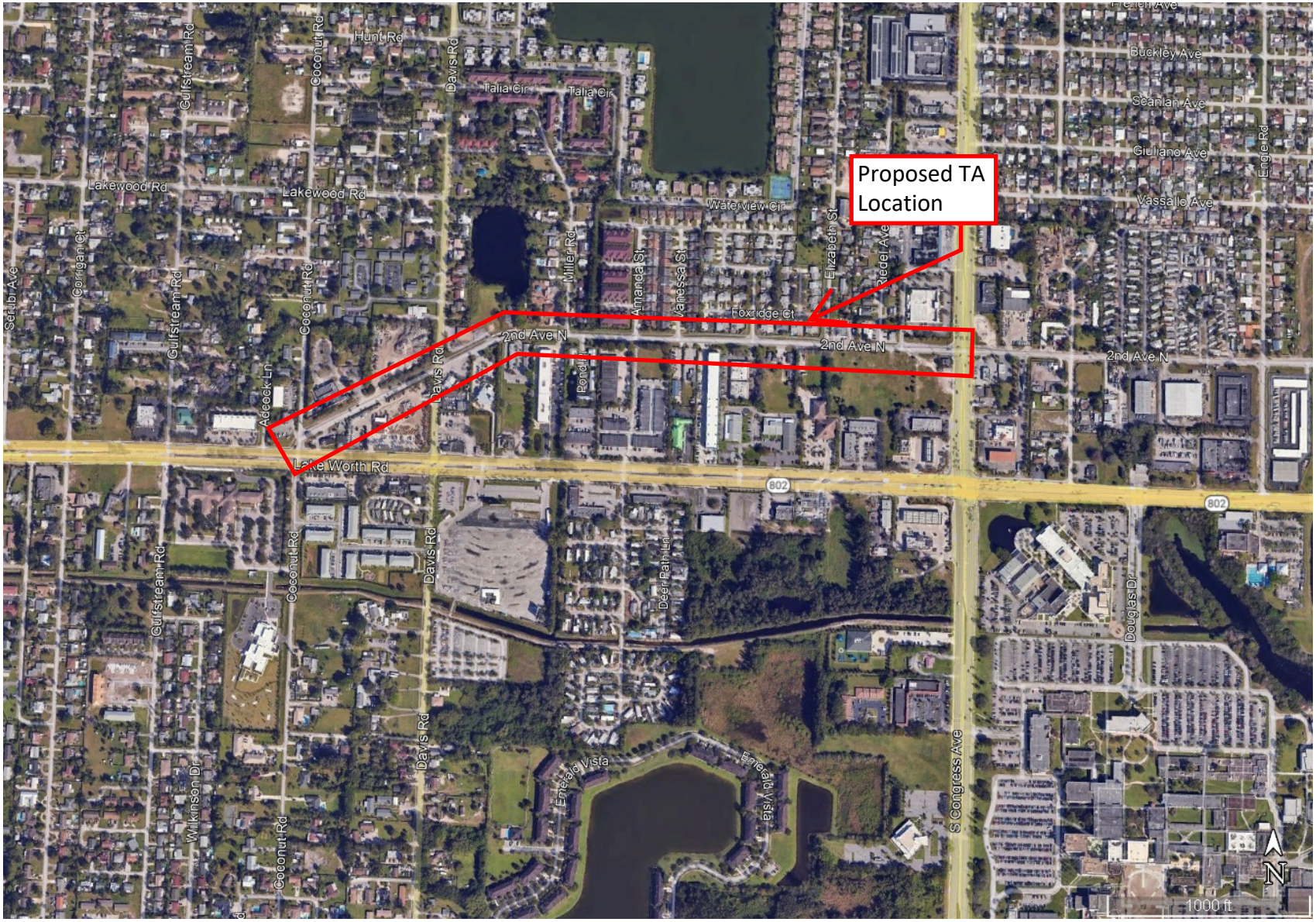
SCOPE OF WORK

- ⇒ Mobilization
- ⇒ Bonds and Insurance
- ⇒ Survey
- ⇒ Maintenance of Traffic
- ⇒ Work Zone Sign
- ⇒ Business Sign
- ⇒ Arrow Board / Advance Warning Arrow Panel
- ⇒ Barricade Type III
- ⇒ Portable Changeable Message Sign, temporary
- ⇒ Staked Silt Fence, Type III
- ⇒ Inlet Protection System
- ⇒ Clearing and Grubbing
- ⇒ Removal of Existing concrete, Concrete Sidewalk, and Driveways
- ⇒ Removal of Existing Concrete, Curb Elements
- ⇒ Tree Removal
- ⇒ Regular Excavation
- ⇒ Embankment
- ⇒ Flowable Fill
- ⇒ Stabilized Subbase
- ⇒ Optional Base Group 6
- ⇒ Mill Existing Asphalt Pavement, 1" Avg depth
- ⇒ Mill Existing Asphalt Pavement, 2" Avg depth
- ⇒ Superpave Asphaltic Concrete, Traffic C
- ⇒ Miscellaneous Asphalt Pavement
- ⇒ Inlets, Adjust
- ⇒ Manhole, Adjust
- ⇒ Manhole, Adjust, Utilities
- ⇒ Valve Boxes, Adjust
- ⇒ Meter Boxes, Adjust
- ⇒ Drainage Structures, Misc., Adjust
- ⇒ Modify Existing Drainage Structure
- ⇒ Desilting existing pipe, 0 - 24"
- ⇒ Pipe Handrail, Guiderail, Aluminum
- ⇒ Bollards

SCOPE OF WORK (cont'd)

- ⇒ Concrete Curb and Gutter, Type E
- ⇒ Concrete Curb and Gutter, Type F
- ⇒ Valley gutter, concrete
- ⇒ Traffic Separator Concrete, Type 1, 6' wide
- ⇒ Concrete Sidewalk and Driveways, 4" thick
- ⇒ Concrete Sidewalk and Driveways, 6" thick
- ⇒ Patterned Pavement, Vehicular Areas
- ⇒ Patterned Pavement, Vehicular Areas, Green Bike Lane
- ⇒ Detectable Warnings
- ⇒ Performance Turf, Sod
- ⇒ Landscape - Palms, Alexander palm single 15-18'
- ⇒ Landscape - Palms, Sabal palmetto 9-12' clear trunk
- ⇒ Landscape - Trees, Crape Myrtle 8-10'
- ⇒ Landscape - Trees, Gumbo limbo 11-14'
- ⇒ Landscape - Large shrub, district specified from list
- ⇒ Landscape - Ground cover, district specified from list, 3 gal
- ⇒ Landscape - Ornamental grass, district specified from list, 3gal
- ⇒ Landscape - Small shrub, district specified from list, 1 gal
- ⇒ Landscape Irrigation System
- ⇒ Midblock Crosswalk: Rectangular Rapid Flashing Beacon, Back-to-Back, Solar
- ⇒ Single Post Sign, F&I Ground Mount, up to 12sf
- ⇒ Delineator, flexible tubular
- ⇒ Retro Reflective Raised Pavement Markers
- ⇒ Thermoplastic, standard, white, solid 6"
- ⇒ Thermoplastic, standard, white, 12" for crosswalk
- ⇒ Thermoplastic, standard, white, 24" for stop bar and crosswalk
- ⇒ Thermoplastic, standard, white, message or symbol
- ⇒ Thermoplastic, standard, white, arrow
- ⇒ Thermoplastic, standard, yellow, solid 6"
- ⇒ Thermoplastic, standard, yellow, skip 6"
- ⇒ Trash Receptacle, prefabricated
- ⇒ Benches, prefabricated
- ⇒ Bicycle Parking Rack

2nd Avenue North Complete Streets



6'
Concrete Sidewalk
Landscaping
Curb
5'
Bike Lane
11'
Travel Lane
11'
Turn Lane
11'
Travel Lane
5'
Bike Lane
Curb
Landscaping
6'
Concrete Sidewalk
Flex Parking & Parallel Parking Zones

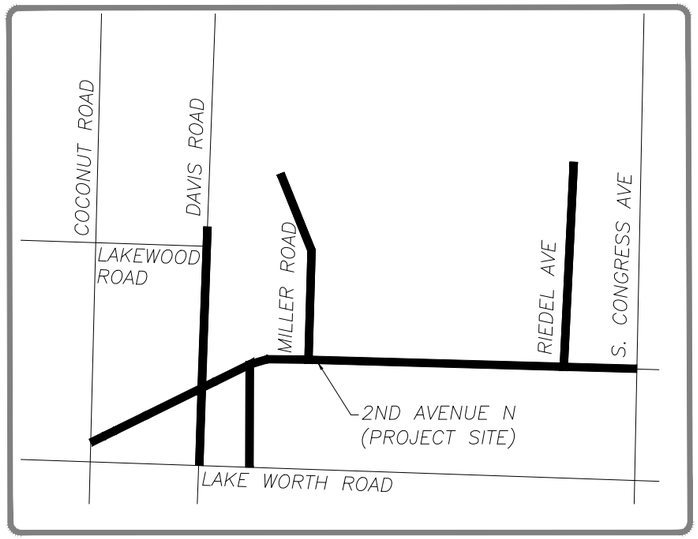
COMPONENTS OF CONTRACT PLANS SET

ROADWAY AND DRAINAGE IMPROVEMENT PLANS
SIGNING & PAVEMENT MARKING PLANS (FOR INFORMATION ONLY)
SPECIFIC PURPOSE AND TOPOGRAPHIC SURVEY

DRAINAGE SYSTEM IMPROVEMENTS FOR 2ND AVENUE NORTH

FROM LAKE WORTH ROAD TO RIEDEL ROAD

PREPARED FOR THE VILLAGE OF PALM SPRINGS



LOCATION MAP

SECTION 4, TOWNSHIP 45 SOUTH, RANGE 42 EAST
NOT TO SCALE

DATUM - THESE PLANS WERE PREPARED BASED ON NAVD '88 (add 1.483' to convert to NGVD '29)

GOVERNING DESIGN STANDARDS:
FOR APPLICABLE FDOT DESIGN STANDARDS, CLICK ON "STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION" AND "DESIGN STANDARDS" AT THE FOLLOWING WEBSITE:
https://www.fdot.gov/design/standardplans

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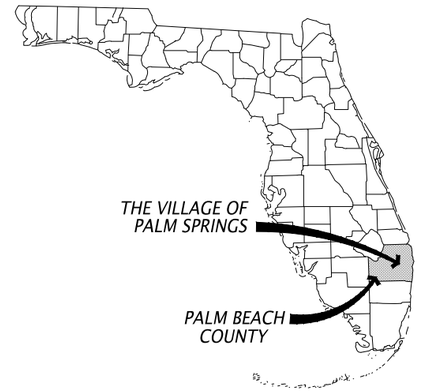
COUNCIL MEMBERS:
MAYOR: BEV SMITH
VICE MAYOR: JONI BRINKMAN
MAYOR PRO TEM: PATTI WALLER
GARY M. READY

INDEX OF SHEETS

SHEET NUMBER	SHEET TITLE
01	COVER SHEET
02 - 03	GENERAL NOTES
04	SUMMARY OF QUANTITIES
05	TYPICAL SECTIONS
06	DRAINAGE AREA MAP
07	KEY SHEET
08 - 25	PLAN & PROFILE
26 - 29	DETAILS

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN CHANGED IN SIZE FOR REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.



60% PLAN SUBMITTAL

FOR USE IN IDENTIFYING ROW AND PROPERTY LINE LIMITS BASED ON PROJECT SURVEY

ENGINEER'S CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED PLANS AND DESIGN ARE IN SUBSTANTIAL COMPLIANCE WITH THE DESIGN STANDARDS AND CRITERIA IN EFFECT ON THIS DATE FOR THE PALM BEACH COUNTY ENGINEERING DEPARTMENT AND THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION.

DATE: _____

_____
RANDY WERTEPNY, P.E.
PROFESSIONAL ENGINEER No. 72504

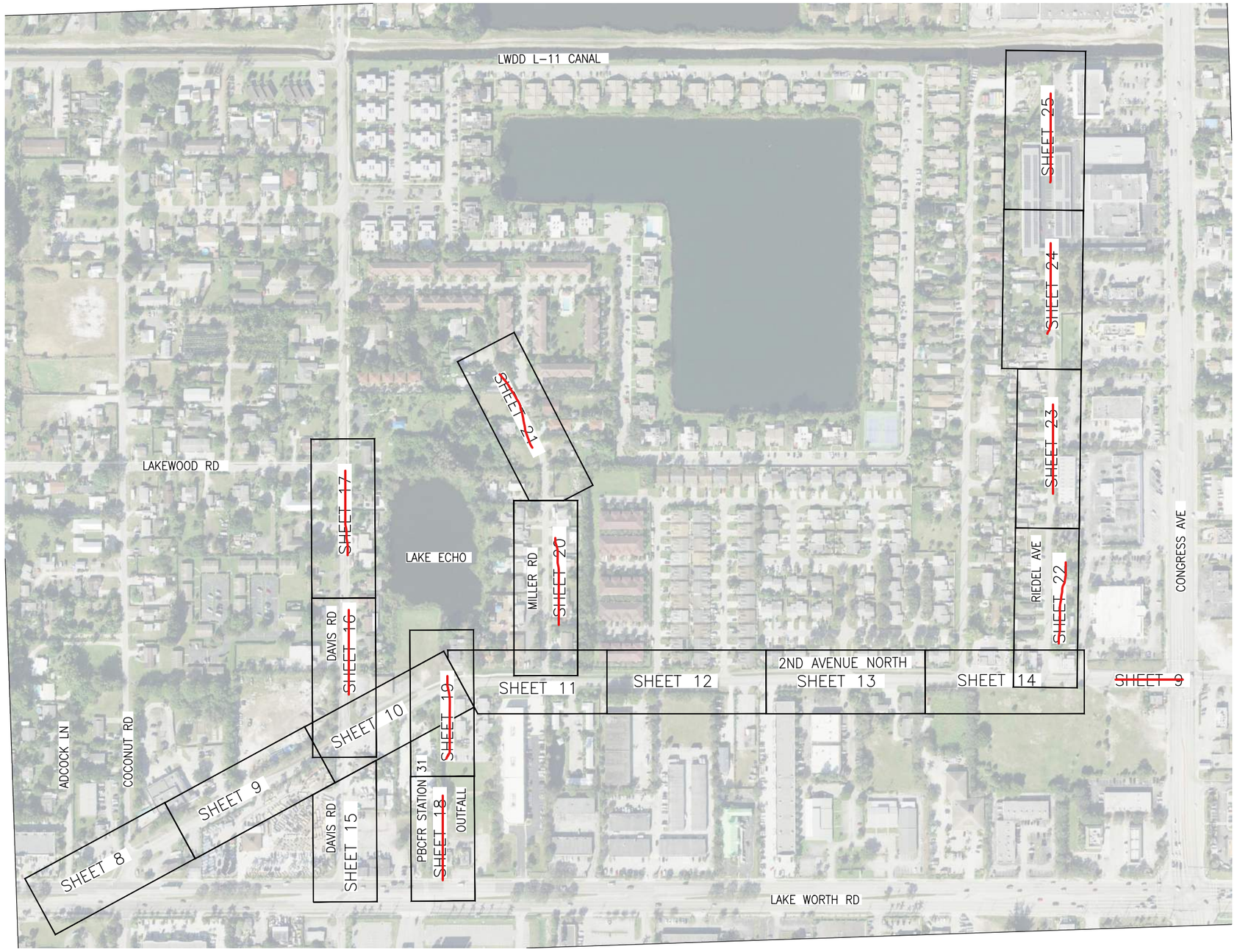
The Village of Palm Springs
226 Cypress Lane
Palm Springs, Florida 33461

NO.	DATE	REVISIONS	BY

SCALE:	NTS
FIELD	XX
DESIGNED	RW
DRAWN	VG
CHECKED	RW
APPROVED	MW
DATE:	11/30/23

Project:
2ND AVENUE NORTH
FROM LAKE WORTH ROAD TO RIEDEL ROAD
COVER SHEET

SHEET 01
OF: 29
PROJECT NO. 201350



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Randy Wertepny
P.E. 72504
Nov 30, 2023

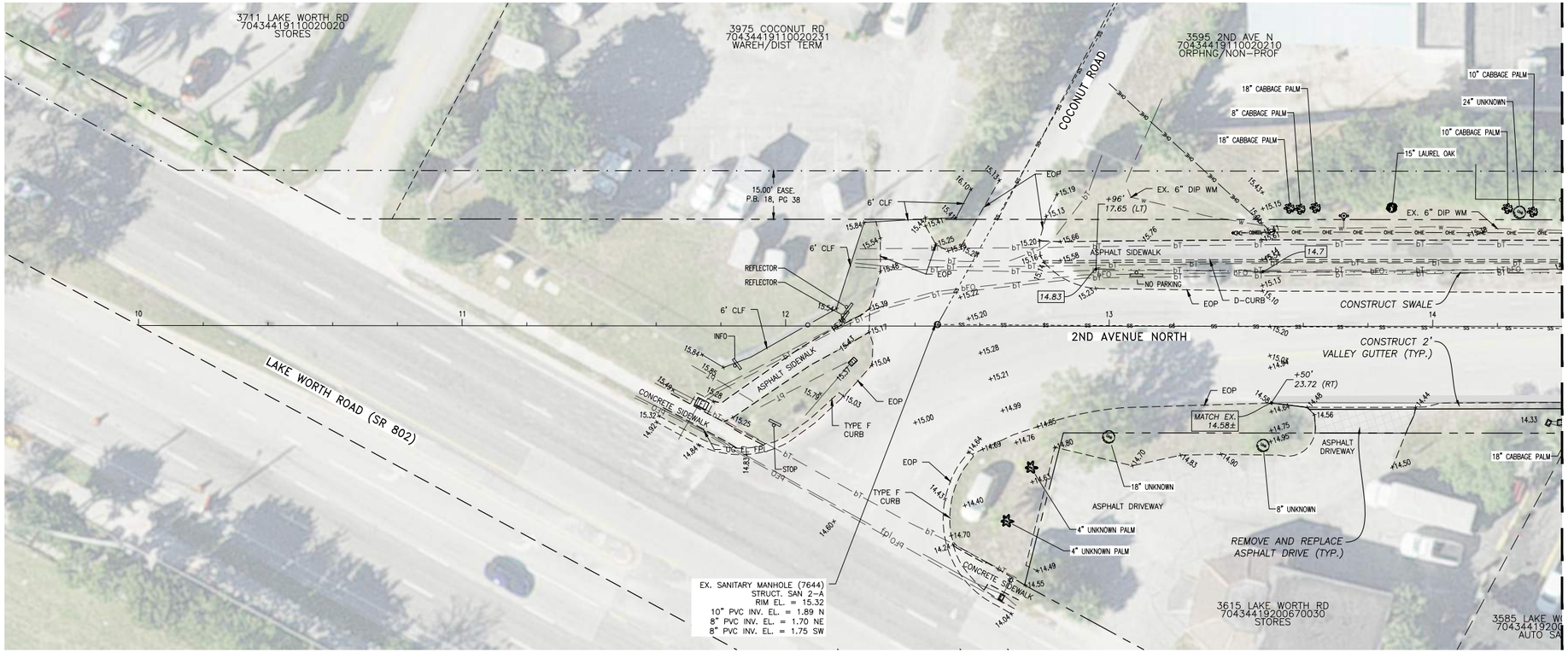
NO:	REVISION:	DATE:

The Village of Palm Springs
226 Cypress Lane
Palm Springs,
Florida 33461

SCALE:	AS SHOWN
APPOVED:	MW
DRAWN:	MC
CHECKED:	RW
DATE:	6/16/23
FIELD BOOK NO:	146

KEY SHEET
2ND AVENUE NORTH
FROM LAKE WORTH ROAD
TO RIEDEL ROAD

SHEET 07
PROJECT NO. 20-1350
VILLAGE TASK NO. 311

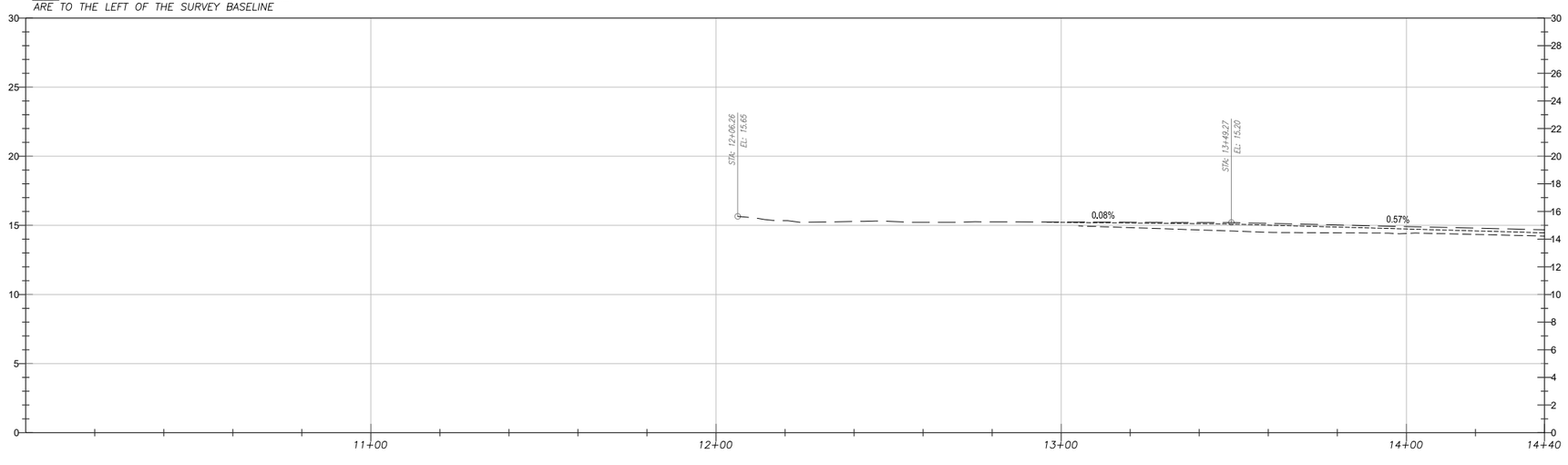


GRAPHIC SCALE
0 10' 20' 40'

LEGEND

- ROAD RESTORATION
- ASPHALT DRIVEWAY RESTORATION
- SIDEWALK/ CONCRETE DRIVEWAY RESTORATION
- ADA DETECTABLE WARNING SURFACE PER FDOT STANDARD PLANS INDEX 522-002
- CR-A — CURB RAMP PER FDOT STANDARD PLANS INDEX 522-002
- 12.22 — PROPOSED GRADE
- 01 — PIPE CROSSING (SEE CROSSING TABLE EACH SHEET)
- BT — **DRY UTILITY CROSSING**
  BE = BURIED ELECTRIC
  BT = BURIED TELEPHONE
- PROPOSED STORM INLET
- PROPOSED STORM MANHOLE
- TH01 — UTILITY LOCATES TEST HOLE
- SB01 — SOIL BORING LOCATION
- PROPOSED SWALE CENTERLINE

NOTE: HATCHED EXISTING PIPES IN PROFILE VIEW ARE TO THE LEFT OF THE SURVEY BASELINE



SCALE: 1" = 20' H
1" = 5' V

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PLAN & PROFILE
2ND AVENUE NORTH
FROM LAKE WORTH ROAD
TO RIEDEL ROAD

SHEET 08
PROJECT NO. 20-1350
VILLAGE TASK NO. 311

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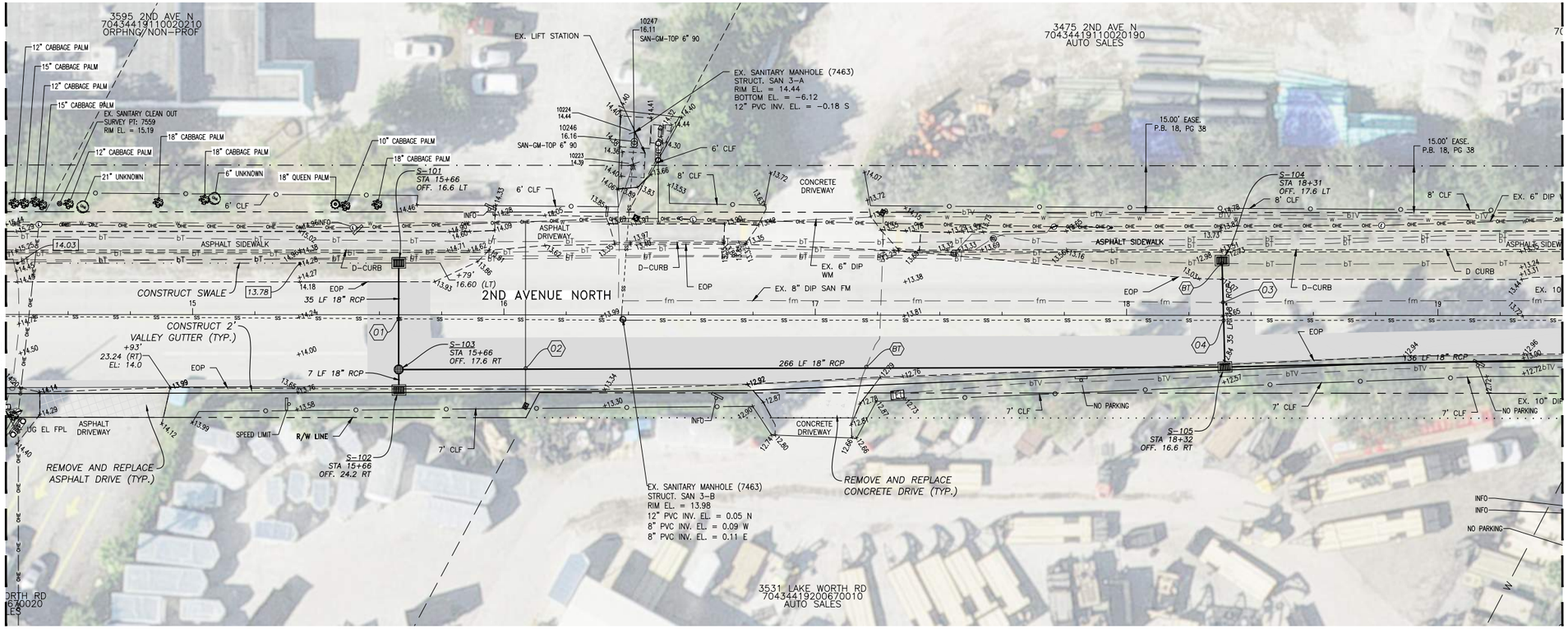

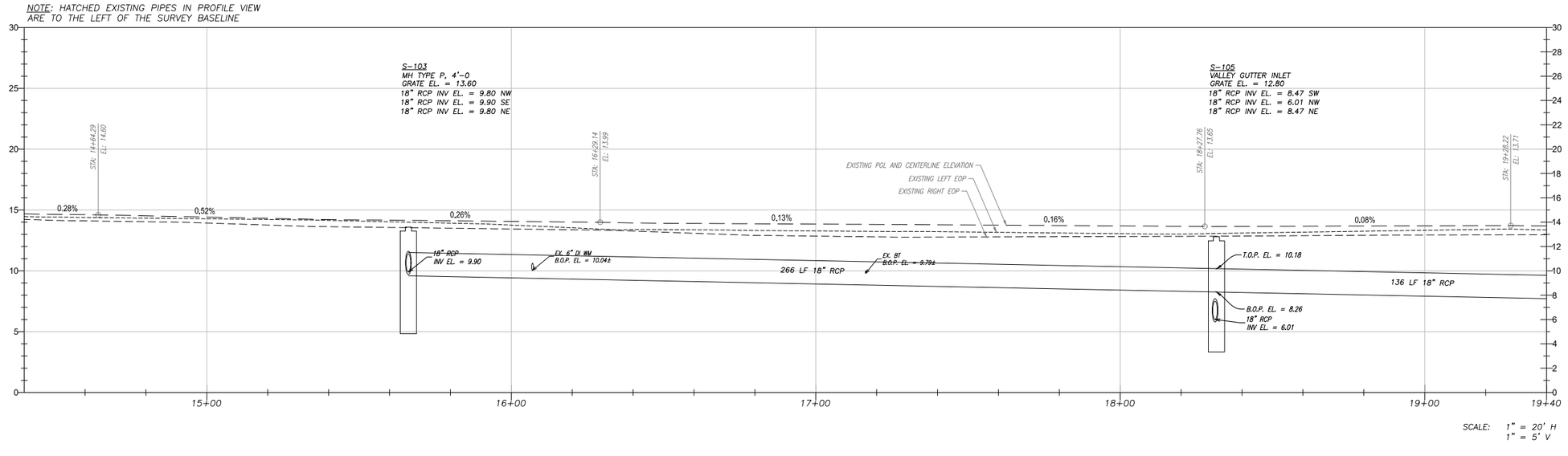

TEST HOLE DATA		
TEST HOLE ID	PIPE	TOP EL.
TH01	8" DI SAN FM	

GRAPHIC SCALE
0 10' 20' 40'

CROSSING TABLE				
CROSSING ID	UPPER PIPE	BTTM EL.	LOWER PIPE	TOP EL.
01	18" RCP	5.79	8" PVC SAN	1.07
02	6" DI WM	10.04	18" RCP	7.71
03	8" DI SAN FM	9.67	18" RCP	7.71
04	18" RCP	5.79	8" PVC SAN	1.61
02	8" DI SAN FM	8.29	15" RCP	7.35
03	10" DI WM	9.37	15" RCP	7.43
04	8" DI SAN FM	8.59	15" RCP	7.35
05	12" DI WM	7.97	15" RCP	7.43

NOTE:
ELEVATIONS FOR EXISTING GRAVITY PIPE (SANITARY AND STORM) ARE BASED ON SURVEY DATA ACQUIRED UNDER THE CURRENT PROJECT.
ALL OTHER ELEVATIONS ARE BASED ON AN ASSUMED DEPTH OF 3' TO THE TOP OF PIPE.

LEGEND

- ROAD RESTORATION
- ASPHALT DRIVEWAY RESTORATION
- SIDEWALK/ CONCRETE DRIVEWAY RESTORATION
- ADA DETECTABLE WARNING SURFACE PER FDOT STANDARD PLANS INDEX 522-002
- (CR-A) CURB RAMP PER FDOT STANDARD PLANS INDEX 522-002
- 12.22 PROPOSED GRADE
- (01) PIPE CROSSING (SEE CROSSING TABLE EACH SHEET)
- (BT) DRY UTILITY CROSSING BE = BURIED ELECTRIC BT = BURIED TELEPHONE
- PROPOSED STORM INLET
- PROPOSED STORM MANHOLE
- TH01 UTILITY LOCATES TEST HOLE
- SB01 SOIL BORING LOCATION
- PROPOSED SWALE CENTERLINE

STRUCTURE TABLE		
ID	DESCRIPTION	DETAILS
S-101	TYPE P INLET, 4'-0" W/ TYPE C TOP	RIM 13.60 SUMP = 2.00 18" RCP INV EL. = 10.00 SE
S-102	VALLEY GUTTER INLET	RIM 13.55 SUMP = 2.00 18" RCP INV EL. = 10.00 NW
S-103	MH TYPE P, 4'-0	RIM 13.60 SUMP = 0.50 18" RCP INV EL. = 9.80 NW 18" RCP INV EL. = 9.90 SE 18" RCP INV EL. = 9.80 NE
S-104	TYPE C INLET	RIM 10.55 SUMP = 2.00 18" RCP INV EL. = 6.00 SE
S-105	VALLEY GUTTER INLET	RIM 12.80 SUMP = 2.00 18" RCP INV EL. = 8.47 SW 18" RCP INV EL. = 6.01 NW 18" RCP INV EL. = 8.47 NE

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Randy Wertepny
P.E. 72504
Nov 30, 2023

NO:	REVISION:	DATE:

The Village of Palm Springs
226 Cypress Lane
Palm Springs,
Florida 33461

SCALE:	AS SHOWN
APPOVED:	MW
DRAWN:	MC
CHECKED:	RW
DATE:	6/16/23
FIELD BOOK NO:	146

PLAN & PROFILE
2ND AVENUE NORTH
FROM LAKE WORTH ROAD
TO RIEDEL ROAD

SHEET 09
PROJECT NO. 20-1350
VILLAGE TASK NO. 311

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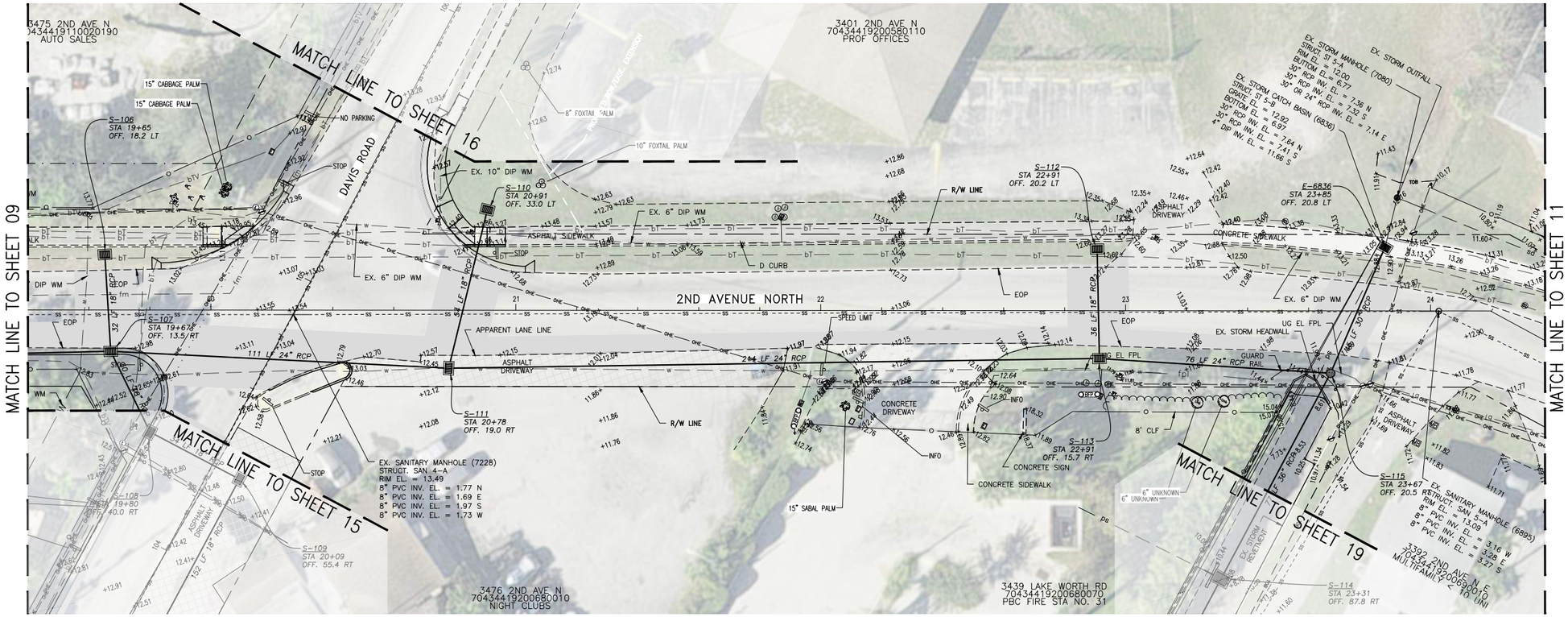

LEGEND

- ROAD RESTORATION
- ASPHALT DRIVEWAY RESTORATION
- SIDEWALK/ CONCRETE DRIVEWAY RESTORATION
- ADA DETECTABLE WARNING SURFACE PER FDOT STANDARD PLANS INDEX 522-002
- CR-A — CURB RAMP PER FDOT STANDARD PLANS INDEX 522-002
- 12.22 — PROPOSED GRADE
- 01 — PIPE CROSSING (SEE CROSSING TABLE EACH SHEET)
- BT — **DRY UTILITY CROSSING**
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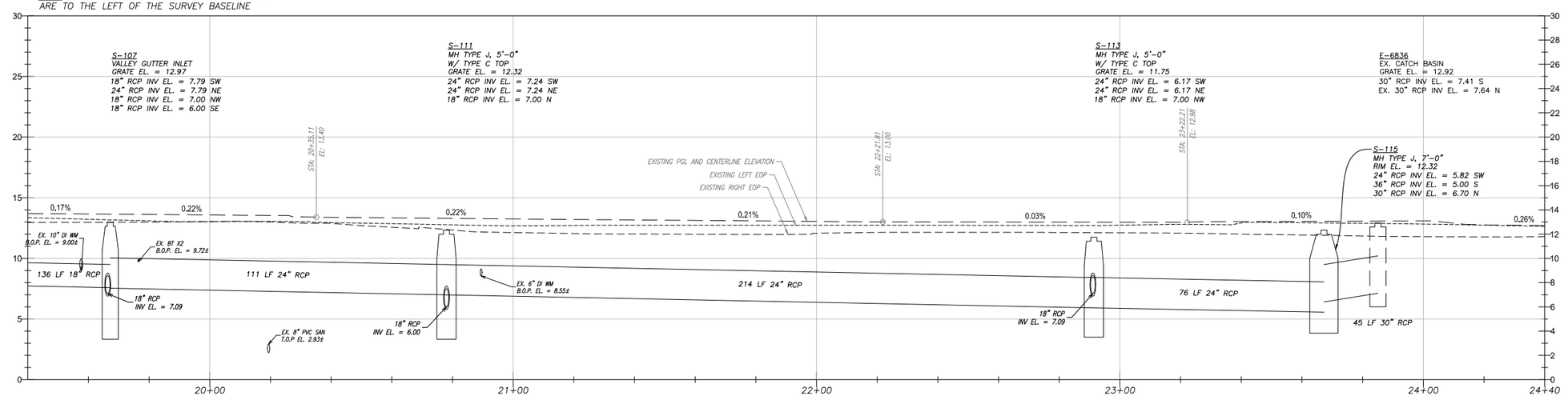
  BT = BURIED TELEPHONE
- PROPOSED STORM INLET
- PROPOSED STORM MANHOLE
- TH01 — UTILITY LOCATES TEST HOLE
- SB01 — SOIL BORING LOCATION
- PROPOSED SWALE CENTERLINE

GRAPHIC SCALE
0 10' 20' 40'

NOTE: HATCHED EXISTING PIPES IN PROFILE VIEW ARE TO THE LEFT OF THE SURVEY BASELINE



SCALE: 1" = 20' H
1" = 5' V

STRUCTURE TABLE		
ID	**DESCRIPTION**	**DETAILS**
E-6836	EX. CATCH BASIN	**RIM 12.92** **SUMP = 0.74** **30" RCP INV EL. = 7.41 S** **EX. 30" RCP INV EL. = 7.64 N**
S-106	TYPE P INLET, 4'-0" W/ TYPE C TOP	**RIM 12.80** **SUMP = 2.00** **18" RCP INV EL. = 7.20 SE**
S-107	VALLEY GUTTER INLET	**RIM 12.97** **SUMP = 2.00** **18" RCP INV EL. = 7.79 SW** **18" RCP INV EL. = 7.00 NW** **24" RCP INV EL. = 7.79 NE** **18" RCP INV EL. = 6.00 SE**
S-108	VALLEY GUTTER INLET	**RIM 12.50** **SUMP = 2.00** **18" RCP INV EL. = 6.01 NW** **18" RCP INV EL. = 6.00 E**
S-109	TYPE P INLET, 4'-0" W/ TYPE C TOP	**RIM 12.30** **SUMP = 2.00** **18" RCP INV EL. = 6.01 W** **18" RCP INV EL. = 6.00 S**
S-110	TYPE C INLET	**RIM 12.30** **SUMP = 2.00** **18" RCP INV EL. = 7.20 S**
S-111	MH TYPE J, 5'-0" W/ TYPE C TOP	**RIM 12.32** **SUMP = 2.00** **24" RCP INV EL. = 7.24 SW** **24" RCP INV EL. = 7.24 NE** **18" RCP INV EL. = 7.00 N**
S-112	TYPE C INLET	**RIM 12.50** **SUMP = 2.00** **18" RCP INV EL. = 7.20 SE**
S-113	MH TYPE J, 5'-0" W/ TYPE C TOP	**RIM 11.75** **SUMP = 2.00** **24" RCP INV EL. = 6.17 SW** **24" RCP INV EL. = 6.17 NE** **18" RCP INV EL. = 7.00 NW**
S-114	TYPE E INLET	**RIM 10.75** **SUMP = 2.00** **36" RCP INV EL. = 4.70 N** **36" RCP INV EL. = 4.70 S** **EX. 18" RCP INV EL. = 7.96 W**
S-115	MH TYPE J, 7'-0"	**RIM 12.32** **SUMP = 0.50** **24" RCP INV EL. = 5.82 SW** **30" RCP INV EL. = 6.70 N** **36" RCP INV EL. = 5.00 S**

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PLAN & PROFILE
2ND AVENUE NORTH
FROM LAKE WORTH ROAD
TO RIEDEL ROAD

SHEET 10
PROJECT NO. 20-1350
VILLAGE TASK NO. 311

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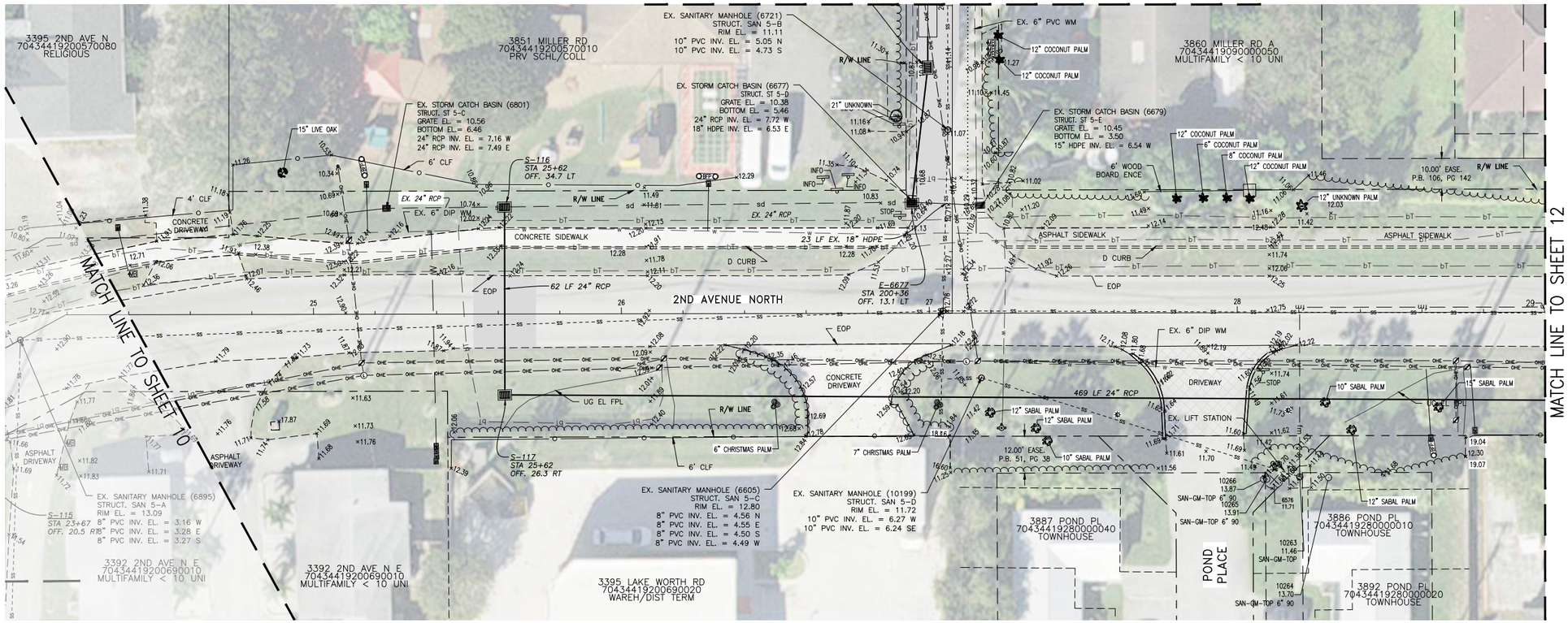

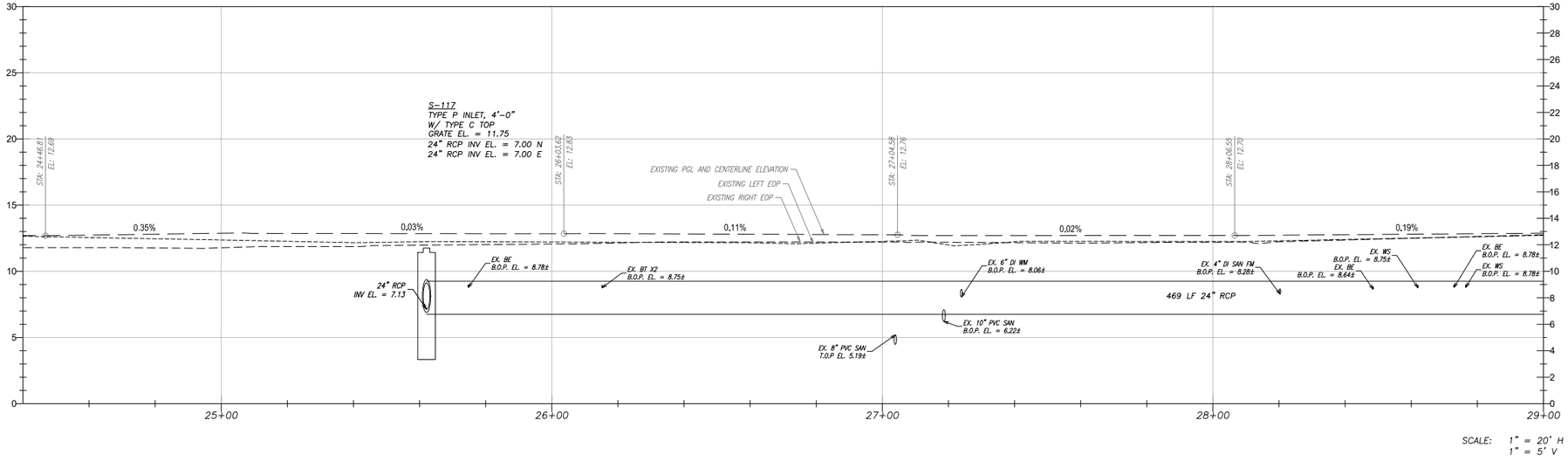

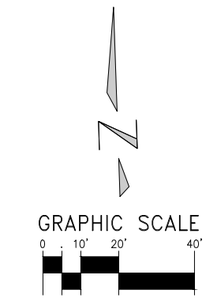

LEGEND

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- ASPHALT DRIVEWAY RESTORATION
- SIDEWALK/ CONCRETE DRIVEWAY RESTORATION
- ADA DETECTABLE WARNING SURFACE PER FDOT STANDARD PLANS INDEX 522-002
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- PROPOSED SWALE CENTERLINE

STRUCTURE TABLE		
ID	**DESCRIPTION**	**DETAILS**
S-116	TYPE P INLET, 4'-0" W/ TYPE C TOP	**RIM 10.62 SUMP = 2.00 EX. 24" RCP INV EL. = 7.54 E 24" RCP INV EL. = 7.31 S EX. 24" RCP INV EL. = 7.54 W**
S-117	TYPE P INLET, 4'-0" W/ TYPE C TOP	**RIM 11.75 SUMP = 2.00 24" RCP INV EL. = 7.00 N 24" RCP INV EL. = 7.00 E**

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PLAN & PROFILE
2ND AVENUE NORTH
FROM LAKE WORTH ROAD TO RIEDEL ROAD

SHEET 11
PROJECT NO. 20-1350
VILLAGE TASK NO. 311

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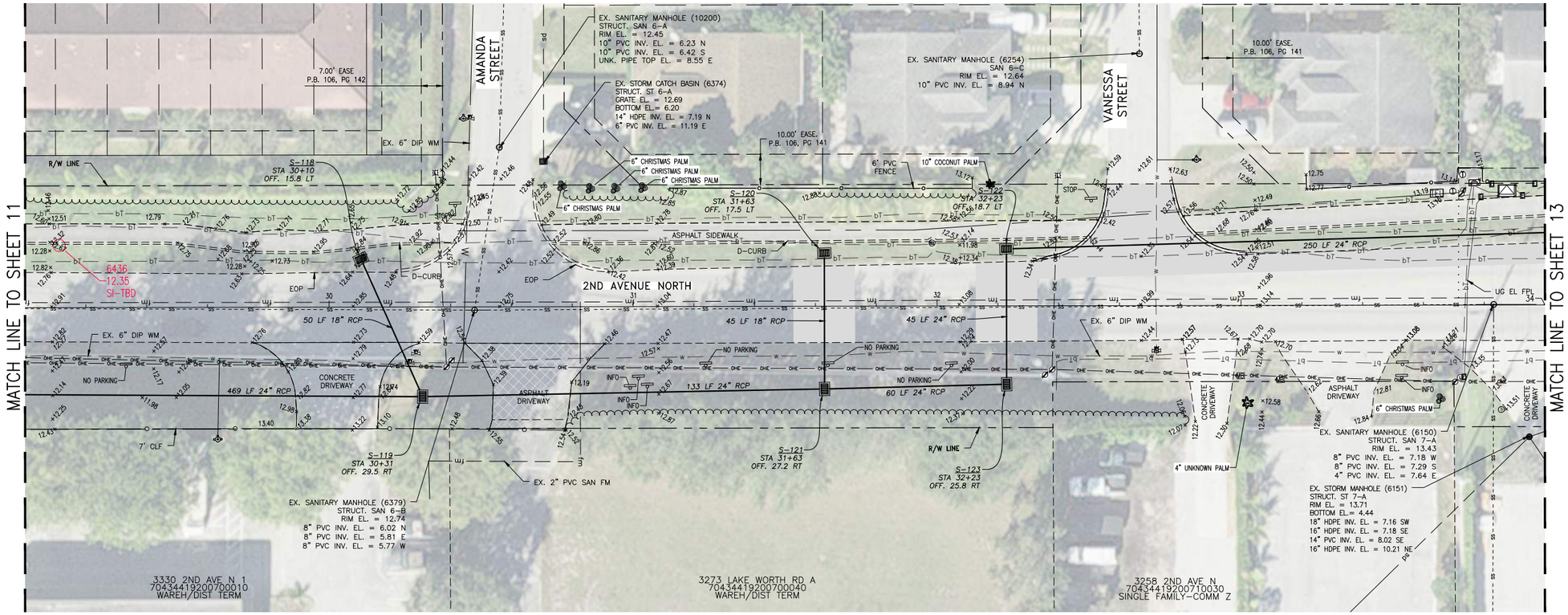

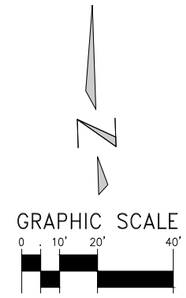

LEGEND

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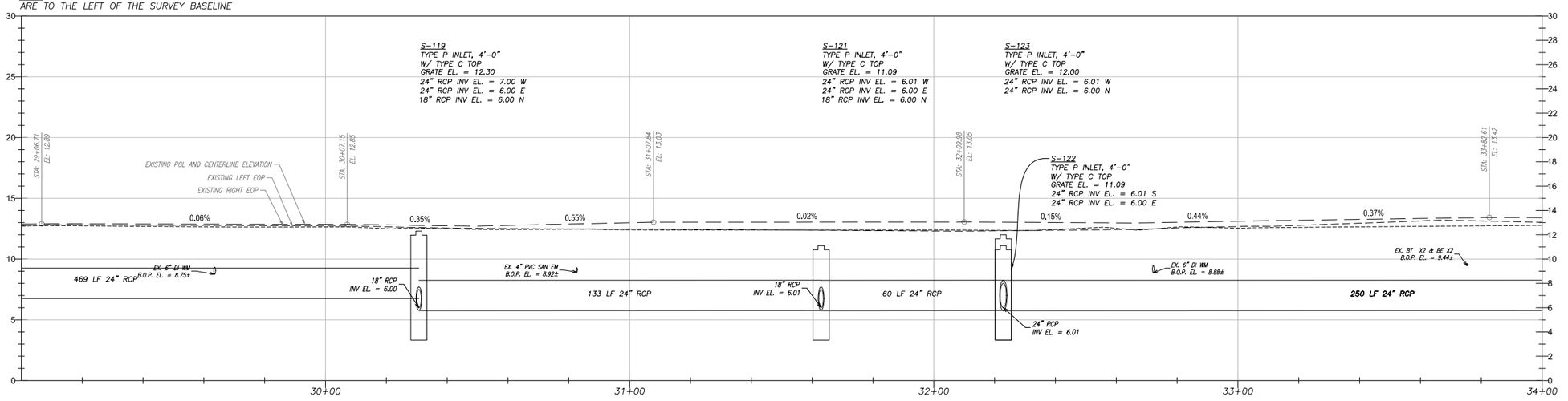
- SIDEWALK/ CONCRETE DRIVEWAY RESTORATION
- ADA DETECTABLE WARNING SURFACE PER FDOT STANDARD PLANS INDEX 522-002
- CR-A — CURB RAMP PER FDOT STANDARD PLANS INDEX 522-002
- 12.22 — PROPOSED GRADE
- 01 — PIPE CROSSING (SEE CROSSING TABLE EACH SHEET)
- BT — **DRY UTILITY CROSSING BE = BURIED ELECTRIC BT = BURIED TELEPHONE**
- PROPOSED STORM INLET
- PROPOSED STORM MANHOLE
- TH01 — UTILITY LOCATES TEST HOLE
- SB01 — SOIL BORING LOCATION
- PROPOSED SWALE CENTERLINE

NOTE: HATCHED EXISTING PIPES IN PROFILE VIEW ARE TO THE LEFT OF THE SURVEY BASELINE



SCALE: 1" = 20' H
1" = 5' V

STRUCTURE TABLE		
ID	DESCRIPTION	DETAILS
S-118	TYPE P INLET, 4'-0" W/ TYPE C TOP	RIM 12.35 SUMP = 2.00 18" RCP INV EL. = 6.01 S
S-119	TYPE P INLET, 4'-0" W/ TYPE C TOP	RIM 12.30 SUMP = 2.00 24" RCP INV EL. = 7.00 W 24" RCP INV EL. = 6.00 E 18" RCP INV EL. = 6.00 N
S-120	TYPE P INLET, 4'-0" W/ TYPE C TOP	RIM 12.25 SUMP = 2.00 18" RCP INV EL. = 6.01 S
S-121	TYPE P INLET, 4'-0" W/ TYPE C TOP	RIM 11.09 SUMP = 2.00 24" RCP INV EL. = 6.01 W 24" RCP INV EL. = 6.00 E 18" RCP INV EL. = 6.00 N
S-122	TYPE P INLET, 4'-0" W/ TYPE C TOP	RIM 11.09 SUMP = 2.00 24" RCP INV EL. = 6.01 S 24" RCP INV EL. = 6.00 E
S-123	TYPE P INLET, 4'-0" W/ TYPE C TOP	RIM 12.00 SUMP = 2.00 24" RCP INV EL. = 6.01 W 24" RCP INV EL. = 6.00 N

KESHAVARZ & ASSOCIATES
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Certificate of Authorization: 4897
Tel: (561) 689-8600 Fax: (561) 689-7476

Randy Wertepny
P.E. 72504
Nov 30, 2023

NO:	REVISION:	DATE:

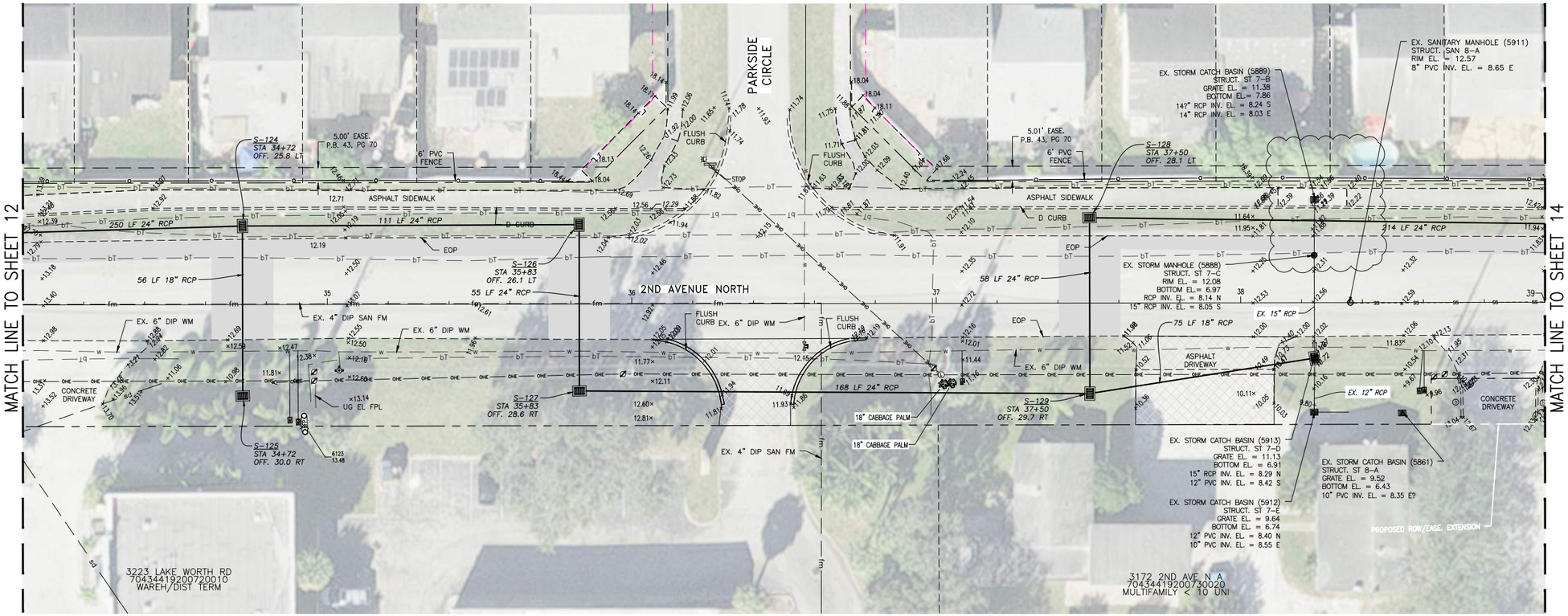
The Village of Palm Springs
226 Cypress Lane
Palm Springs,
Florida 33461

SCALE:	AS SHOWN
APPOVED:	MW
DRAWN:	MC
CHECKED:	RW
DATE:	6/16/23
FIELD BOOK NO:	146

PLAN & PROFILE
2ND AVENUE NORTH
FROM LAKE WORTH ROAD
TO RIEDEL ROAD

SHEET 12
PROJECT NO. 20-1350
VILLAGE TASK NO. 311

P:\20-1350 Vps 2nd Ave Drainage\KA DWG\C-20-1350 Plan Sheets.dwg Thursday, November 30, 2023 4:09:34 PM



GRAPHIC SCALE
0 10' 20' 40'

LEGEND

- ROAD RESTORATION
- ASPHALT DRIVEWAY RESTORATION
- SIDEWALK/ CONCRETE DRIVEWAY RESTORATION
- ADA DETECTABLE WARNING SURFACE PER FDOT STANDARD PLANS INDEX 522-002
- CR-A — CURB RAMP PER FDOT STANDARD PLANS INDEX 522-002
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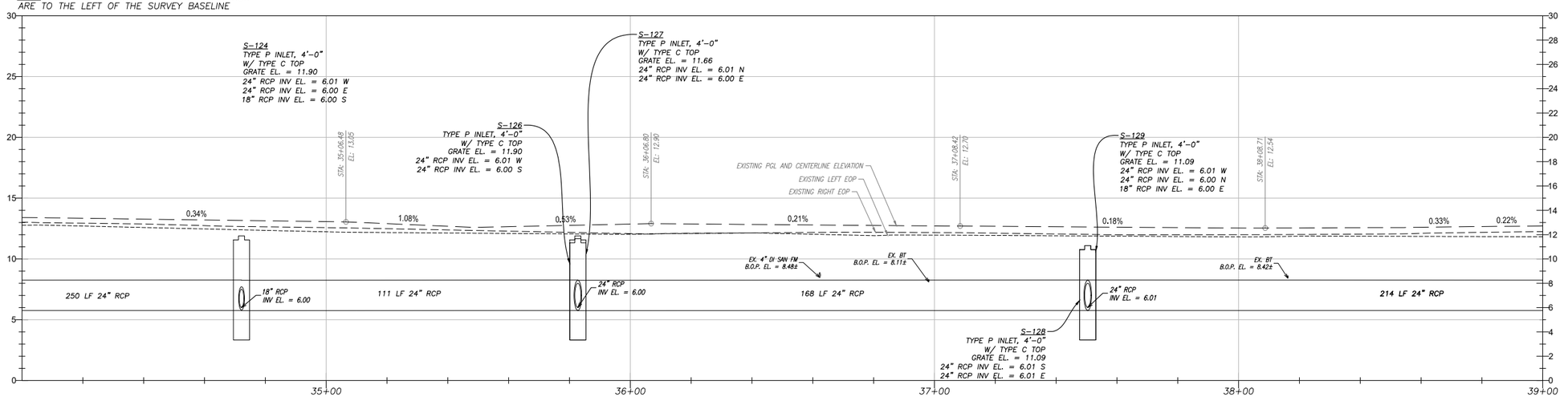

SCALE: 1" = 20' H
1" = 5' V

STRUCTURE TABLE		
ID	**DESCRIPTION**	**DETAILS**
E-5913	EX. CATCH BASIN	**RIM 11.13** **SUMP = 0.00** **18" RCP INV EL. = 6.01 W** **EX. 15" RCP INV EL. = 8.29 N** **EX. 12" PVC INV EL. = 8.42 S**
S-124	TYPE P INLET, 4'-0" W/ TYPE C TOP	**RIM 11.90** **SUMP = 2.00** **24" RCP INV EL. = 6.01 W** **24" RCP INV EL. = 6.00 E** **18" RCP INV EL. = 6.00 S**
S-125	TYPE P INLET, 4'-0" W/ TYPE C TOP	**RIM 10.90** **SUMP = 2.00** **18" RCP INV EL. = 6.01 N**
S-126	TYPE P INLET, 4'-0" W/ TYPE C TOP	**RIM 11.90** **SUMP = 2.00** **24" RCP INV EL. = 6.01 W** **24" RCP INV EL. = 6.00 S**
S-127	TYPE P INLET, 4'-0" W/ TYPE C TOP	**RIM 11.66** **SUMP = 2.00** **24" RCP INV EL. = 6.01 N** **24" RCP INV EL. = 6.00 E**
S-128	TYPE P INLET, 4'-0" W/ TYPE C TOP	**RIM 11.09** **SUMP = 2.00** **24" RCP INV EL. = 6.01 S** **24" RCP INV EL. = 6.01 E**
S-129	TYPE P INLET, 4'-0" W/ TYPE C TOP	**RIM 11.09** **SUMP = 2.00** **24" RCP INV EL. = 6.01 W** **24" RCP INV EL. = 6.00 N** **18" RCP INV EL. = 6.00 E**

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Randy Wertepny
P.E. 72504
Nov 30, 2023

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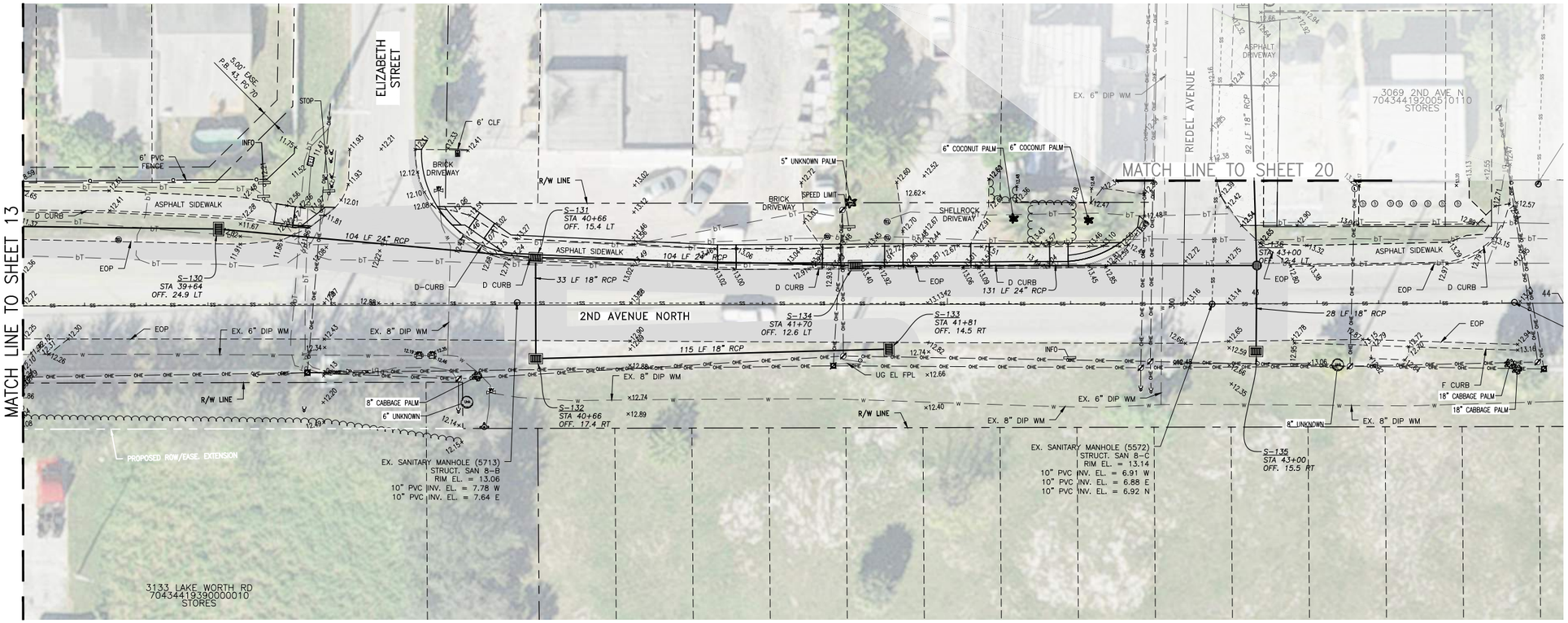
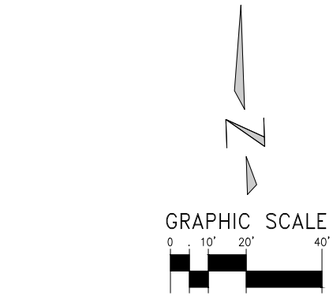
PLAN & PROFILE
2ND AVENUE NORTH
FROM LAKE WORTH ROAD
TO RIEDEL ROAD

SHEET 13
PROJECT NO. 20-1350
VILLAGE TASK NO. 311

P:\20-1350 Vps 2nd Ave Drainage\KA DWG\C-20-1350 Plan Sheets.dwg Thursday, November 30, 2023 4:09:44 PM





LEGEND

- ROAD RESTORATION
- ASPHALT DRIVEWAY RESTORATION
- SIDEWALK/ CONCRETE DRIVEWAY RESTORATION
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- TH01 — UTILITY LOCATES TEST HOLE
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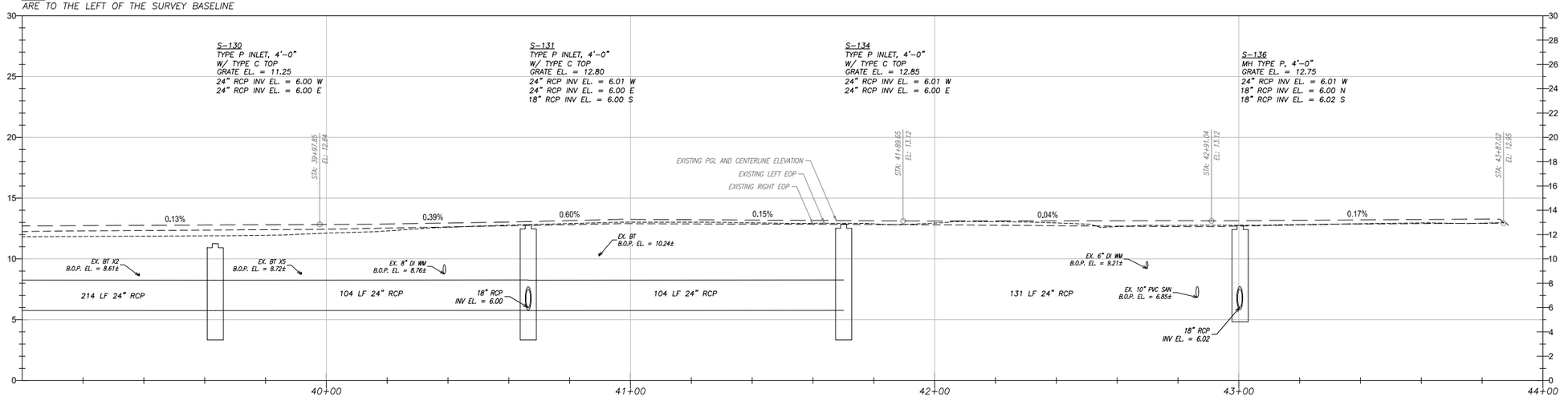
NOTE: HATCHED EXISTING PIPES IN PROFILE VIEW ARE TO THE LEFT OF THE SURVEY BASELINE



SCALE: 1" = 20' H
1" = 5' V

STRUCTURE TABLE		
ID	DESCRIPTION	DETAILS
S-130	TYPE P INLET, 4'-0" W/ TYPE C TOP	RIM 11.25 SUMP = 2.00 24" RCP INV EL. = 6.00 W 24" RCP INV EL. = 6.00 E
S-131	TYPE P INLET, 4'-0" W/ TYPE C TOP	RIM 12.80 SUMP = 2.00 24" RCP INV EL. = 6.01 W 24" RCP INV EL. = 6.00 E 18" RCP INV EL. = 6.00 S
S-132	TYPE P INLET, 4'-0" W/ TYPE C TOP	RIM 10.55 SUMP = 2.00 18" RCP INV EL. = 6.01 N 18" RCP INV EL. = 6.00 E
S-133	TYPE P INLET, 4'-0" W/ TYPE C TOP	RIM 12.25 SUMP = 2.00 18" RCP INV EL. = 6.01 W
S-134	TYPE P INLET, 4'-0" W/ TYPE C TOP	RIM 12.85 SUMP = 2.00 24" RCP INV EL. = 6.01 W 24" RCP INV EL. = 6.00 E
S-135	TYPE P INLET, 4'-0" W/ TYPE C TOP	RIM 12.50 SUMP = 2.00 18" RCP INV EL. = 6.03 N
S-136	MH TYPE P, 4'-0"	RIM 12.75 SUMP = 0.50 24" RCP INV EL. = 6.01 W 18" RCP INV EL. = 6.00 N 18" RCP INV EL. = 6.02 S

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PLAN & PROFILE
2ND AVENUE NORTH
FROM LAKE WORTH ROAD
TO RIEDEL ROAD

SHEET 14
PROJECT NO. 20-1350
VILLAGE TASK NO. 311

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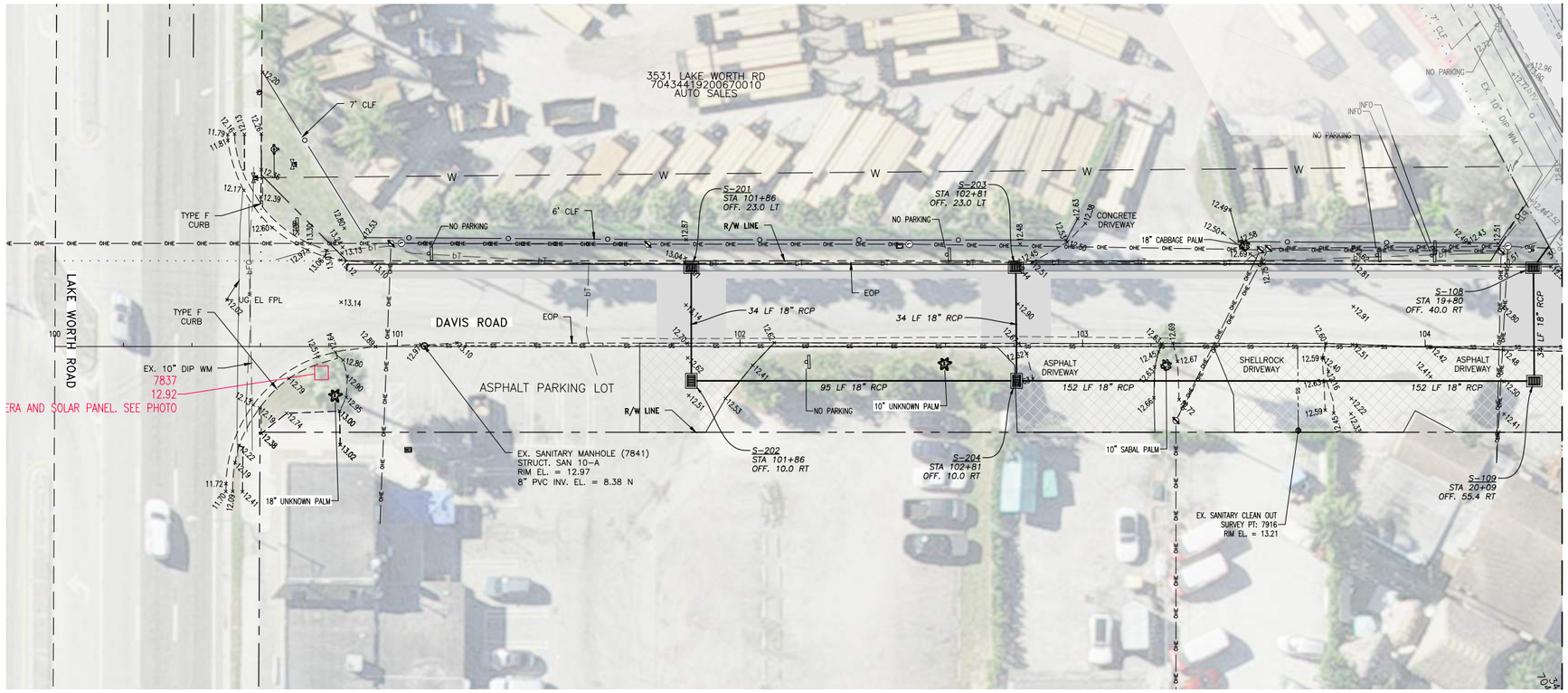

GRAPHIC SCALE

0 10' 20' 40'

LEGEND

- ROAD RESTORATION
- ASPHALT DRIVEWAY RESTORATION
- SIDEWALK/ CONCRETE DRIVEWAY RESTORATION
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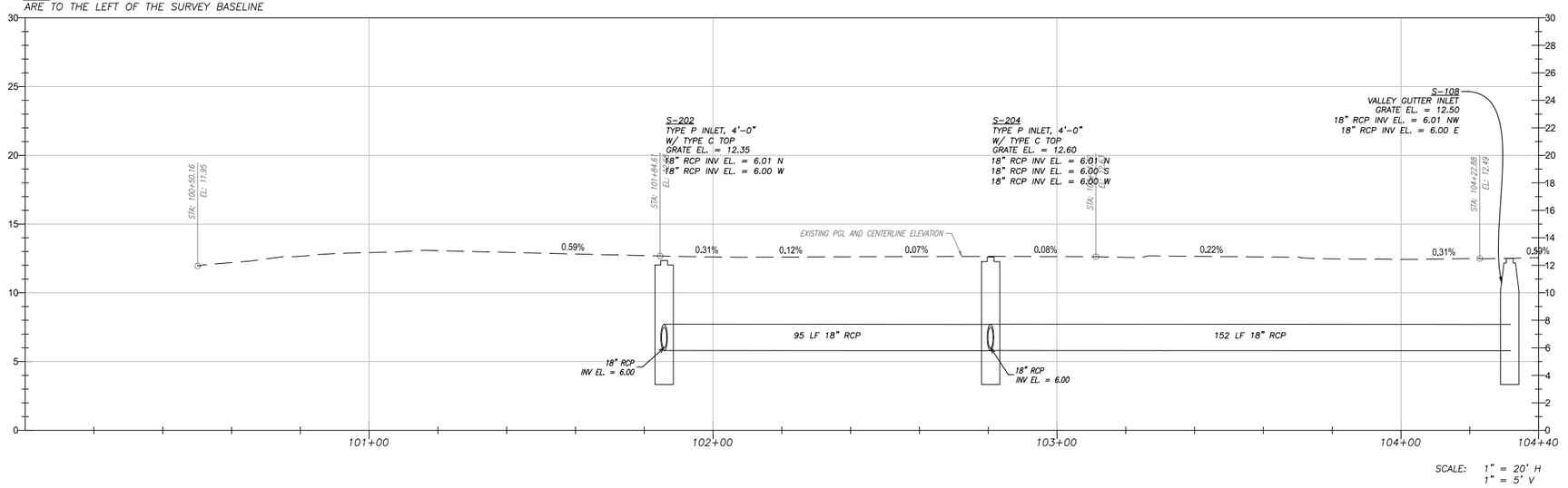

STRUCTURE TABLE		
ID	**DESCRIPTION**	**DETAILS**
S-201	VALLEY GUTTER INLET	**RIM 13.00 SUMP = 2.00 18" RCP INV EL. = 6.01 E**
S-202	TYPE P INLET, 4'-0" W/ TYPE C TOP	**RIM 12.35 SUMP = 2.00 18" RCP INV EL. = 6.01 N 18" RCP INV EL. = 6.00 W**
S-203	VALLEY GUTTER INLET	**RIM 12.40 SUMP = 2.00 18" RCP INV EL. = 6.01 E**
S-204	TYPE P INLET, 4'-0" W/ TYPE C TOP	**RIM 12.60 SUMP = 2.00 18" RCP INV EL. = 6.01 N 18" RCP INV EL. = 6.00 S 18" RCP INV EL. = 6.00 W**

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PLAN & PROFILE
2ND AVENUE NORTH
FROM LAKE WORTH ROAD TO RIEDEL ROAD

SHEET 15
PROJECT NO. 20-1350
VILLAGE TASK NO. 311

P:\20-1350 Vps 2nd Ave Drainage\KA DWG\C-20-1350 Plan Sheets.dwg Thursday, November 30, 2023 4:10:08 PM

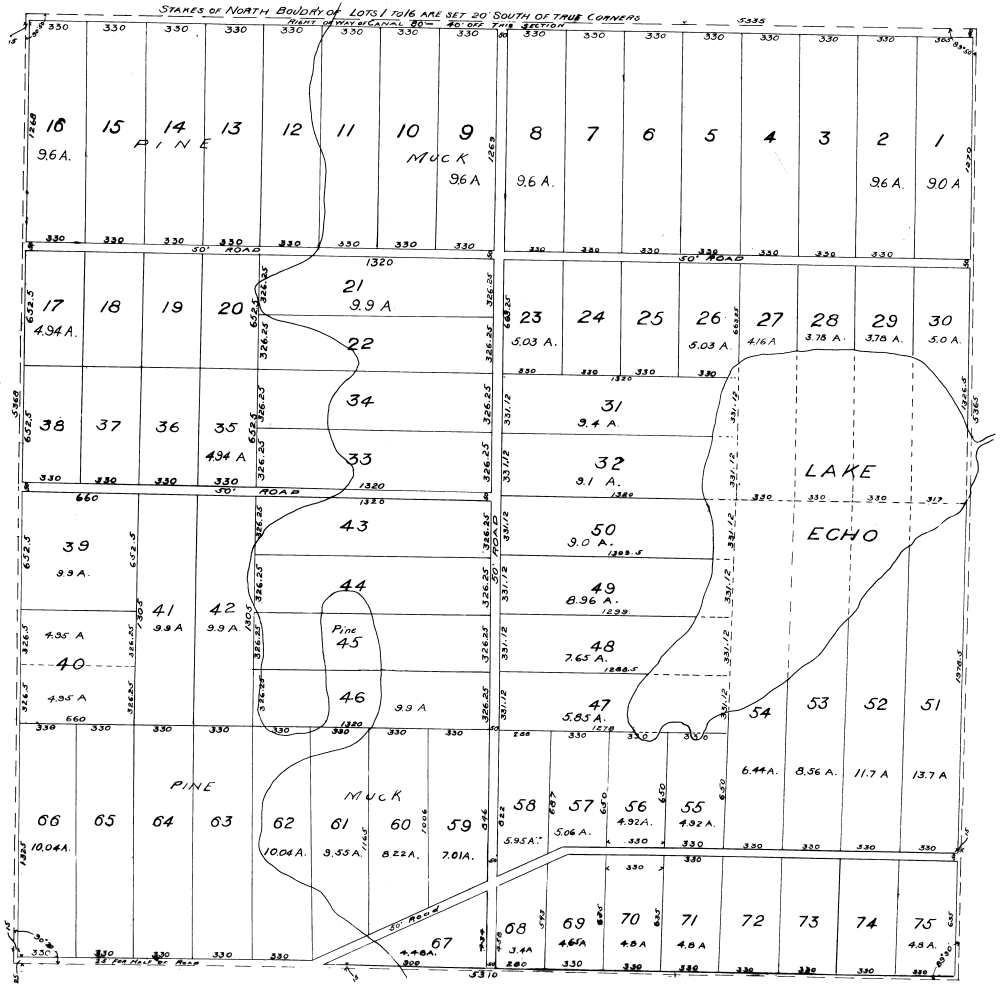
ORB 21713 PG. 307 - 5/9/2007 RESOLUTION ABANDONMENT.

PL19600037

66

SUBDIVISION OF SECTION 19
T.44S. R.43E.

Scale 300 = 1" September 1916



KNOW ALL MEN BY THESE PRESENTS:

That I, Frank H. Swan, as Trustee, under that certain deed of trust dated Dec 31 1913 to Stephen O. Edwards by Helen McHenry Bradley, recorded in Book 43 of Deeds at page 414 of public records of Palm Beach County, State of Florida, the fee simple owner of Section 19 Township 44 south of Range 43 east, lying in said Palm Beach County Florida, and shown on the annexed plat, have caused the said to be surveyed staked and platted; and do hereby dedicate to the perpetual use of the public as public highways the roads shown thereon with the right to the owners of adjacent and remote lands to construct and maintain drainage ditches within the limits of such roads.

IN WITNESS WHERE OF, I have as such Trustee hereinto set my hand and seal this second day of October A.D. 1916

Signed and sealed in the presence of us

Frank H. Swan
as Trustee

State of Rhode Island
County of Providence | S.S.

Before me personally appeared Frank H. Swan, to me well known, and acknowledged that he executed the foregoing dedication, as aforesaid trustee, and above deed of trust for the uses and purposes therein set forth. In witness where of I have hereunto set my hand and affixed my official seal this second day of October A.D. 1916

Notary Public
My Commission expires June 20, 1917

STAE OF FLORIDA
COUNTY OF PALM BEACH | S.S.

Before me personally appeared Geo. A. Long, who having been first by me duly sworn, deposes and says: That this plat indicates and is made in accordance with an actual survey of the land shown thereon, and that the information shown is accurate and correct to the best of his knowledge and belief.

Sworn to and subscribed before me this 27th day of September A.D. 1916

Notary Public
My commission expires

Geo. A. Long Surveyor

October 1916 24
66 Plats
Geo. O'Brien
Secretary

RESOLUTION NO. XXX

RESOLUTION OF THE VILLAGE OF PALM SPRINGS AUTHORIZING AND DIRECTING THE VILLAGE MANAGER TO SUBMIT AN APPLICATION FOR FINANCIAL ASSISTANCE PURSUANT TO THE PALM BEACH TRANSPORTATION PLANNING AGENCY (TPA) TRANSPORATION ALTNERNATIVE PROGRAM FOR FUNDING FOR A PROPOSED TRANSPORTATION PROJECT; AGREEING TO FUND THE ONGOING MAINTENANCE AND OPERATIONS EXPENSES ASSOCIATED WITH THE PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the VILLAGE OF PALM SPRINGS ("VILLAGE") is eligible to apply for funding in an amount not to exceed $1,287,500 from the TPA Transportation Alternative Program ("TA"); and

WHEREAS, the Village desires to make improvements as part of its 2nd Avenue North Streetscape and Complete Streets Project (the Project); and

WHEREAS, the Project will be constructed completely within the right-of-way owned by the Village; and

WHEREAS, eligible construction costs associated with the Project to be funded by the TA is estimated at $2,356,125 Million; and

WHEREAS, if the Project is funded by the TPA, the Village agrees to appropriate such funds as may be necessary to design the Project, to manage the construction of the Project, to cover increases in construction costs with local funds, and to be reimbursed for eligible construction costs associated with the Project; and

WHEREAS, the Village will administer the Project through a LAP Agreement to construct the Project; and

WHEREAS, after construction of the Project, the Village agrees to appropriate such funds as may be necessary for the continued operation and maintenance of the Project.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The foregoing recitals are incorporated herein as true and correct findings of the Village.

2. The Village hereby directs and authorizes the Village Manager to submit an application for the TA to the TPA for the funding of the Project.

3. The Village agrees to appropriate such funds as may be necessary to design the Project, to manage the construction of the Project, and to support the continued operation and maintenance of the Project.

DRAFT

4. This Resolution shall take effect upon adoption.

The foregoing Resolution was offered by _____, who moved its adoption. The motion was seconded by _____, and upon being put to a vote, the motion passed unanimously. The Mayor, thereupon, declared the Resolution duly adopted this _____ day of _____, 2025.

VILLAGE OF PALM SPRINGS

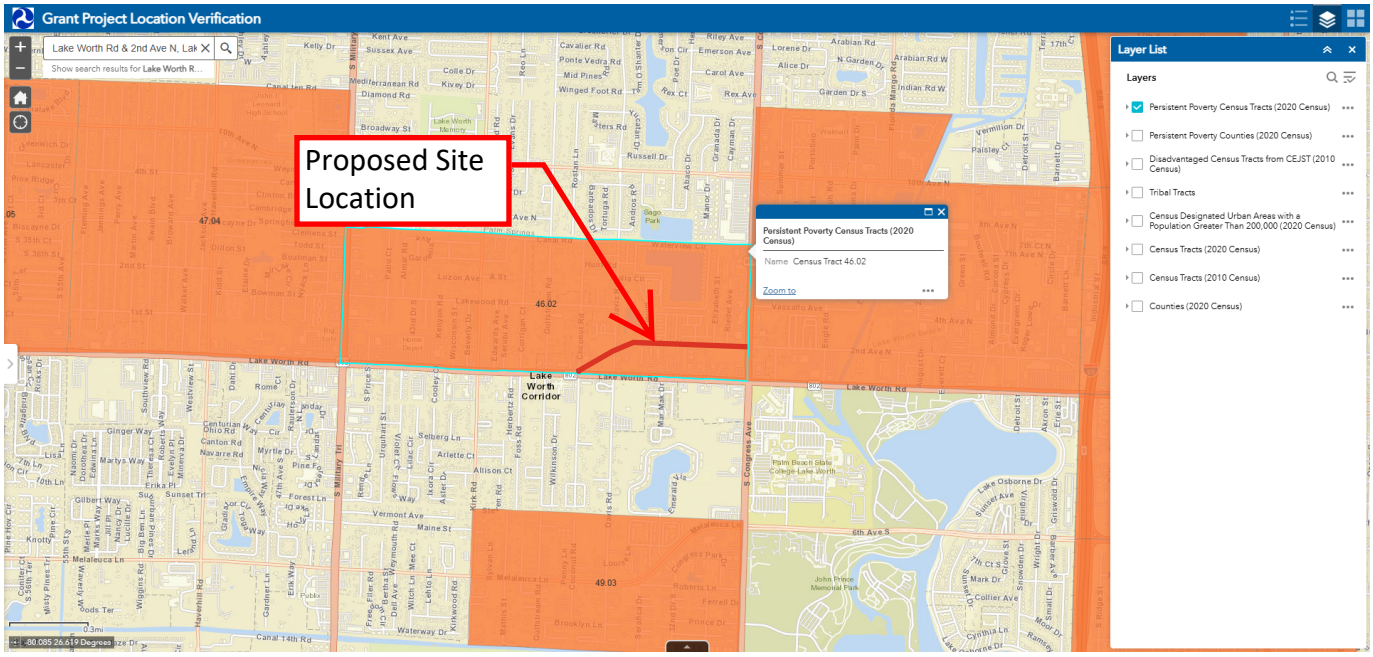
DRAFT

COMMUNITY SUPPORT

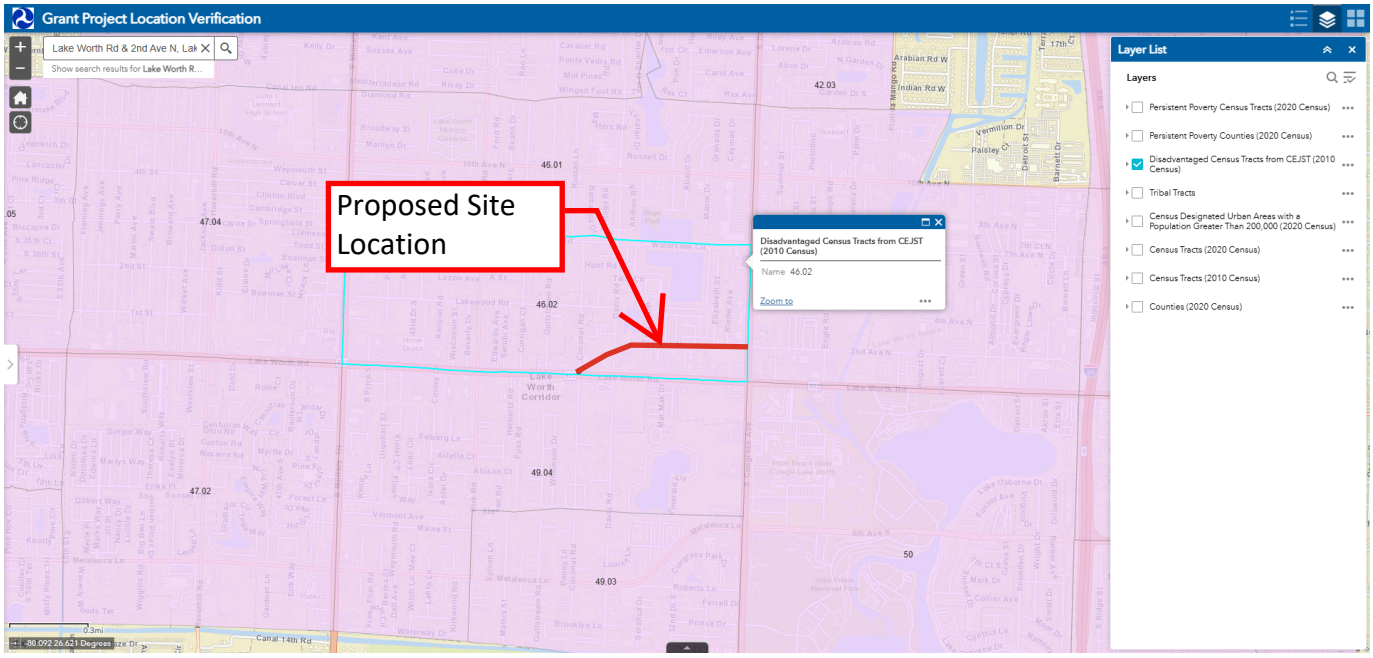
Documentation of community support will be provided separately.

Transportation Alternatives

The Project is located in US Census Tract 46.02 that has been determined by the Department of Transportation (DOT) Grant Project Location Verification tool to be an area of Persistent poverty.



The Project is located in US Census Tract 46.02 that has been determined by the Department of Transportation (DOT) Grant Project Location Verification tool to be a Disadvantage Census Tract.



2nd Ave N and Lake Worth Road (Western Limit)

3478 2nd Ave N Facing Northeast

3398 2nd Ave N Facing East

3330 2nd Ave N Facing East

3114 2nd Ave N Facing East

2nd Ave N and Congress Ave (Eastern Limit)

3034 2nd Ave N Facing West

3050 2nd Ave N Facing West

3100 2nd Ave N Facing West

3256 2nd Ave N Facing West

3348 2nd Ave N Facing West

3899 2nd Ave N Facing Southwest

Village of Palm Springs

Executive Brief

AGENDA DATE: May 8, 2025

DEPARTMENT: Public Works

ITEM #3: Correction to Work Authorization #02 to Keshavarz and Associates (Task Order #383)

SUMMARY: On March 13, 2025, the Council approved Consent Agenda Item #8, which awarded Work Authorization #02 to Keshavarz and Associates for the development of conceptual design plans for the 2nd Avenue North Complete Streets project. It was noted that the Executive Brief mistakenly referenced Task Order #311 in the Village's accounting system. The correct Task Order number for this project is TO #383.

FISCAL IMPACT:
There is no fiscal impact for this item as it is an administrative correction to a previously approved agenda item.

ATTACHMENTS:
None

Village of Palm Springs

Executive Brief

AGENDA DATE: May 8, 2025

DEPARTMENT: Public Works

ITEM #4: Resolution No. 2025-32 - Piggyback Agreement for the purchase of Village employee uniforms with the Bob Barker Company

SUMMARY: The Village currently rents uniforms through Unifirst for staff who work in the field and are required to wear a uniform. Per the Union contract, the Village must provide eight (8) bottoms (pants/shorts) and shirts for field staff to wear to work. Through analysis and discussion by the Department heads, the current method of providing these uniforms through a rental process has become cumbersome administratively and resulted in higher and unanticipated costs. Staff has reviewed alternative options for providing uniforms to field workers and have determined that purchasing these items outright is the most efficient and cost-effective way to furnish these items.

Upon review of vendors that offer purchase options, staff reviewed several contracts that currently exist and determined that the State of Florida Department of Management Service contract (#23-53100000) contained the best option to piggyback. Staff are recommending piggybacking the State of Florida agreement with the Bob Barker Company (awarded vendor) for the procurement of Village uniforms. Each department will work with the vendor to identify the clothing type and quantity for purchase, per Union contract. Collectively, the Village may exceed the $35,000 procurement threshold. Therefore, the approval of this piggyback agreement will authorize the Village to procure uniform items from the Bob Barker Company through the State of Florida agreement. The utilization of this agreement will not culminate in a single department exceeding $35,000.00. Should that occur, the department will bring the item back to council for approval.

FISCAL IMPACT:

The piggyback agreement with the Bob Barker Company through the State of Florida Department of Management Services will be utilized by all Village Departments and is estimated to exceed $35,000 collectively for the Village. The purchase of clothing goods for employee uniforms will be funded through each Department's "Uniform" operating budget. Should a department near the threshold of exceeding $35,000, they will bring it back to the Council for approval of the spend.

ATTACHMENTS:

1. Resolution No. 2025-32 - Piggyback State of Florida Services Contract
2. State of Florida Services Contract (#23-53100000) - Bob Barker Company Contract
3. State of Florida Department of Management Services - Uniforms

RESOLUTION NO. 2025-32

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING A PIGGYBACK AGREEMENT WITH BOB BARKER COMPANY UTILIZING THE STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICE CONTRACT [ITB NO. 23-53100000] FOR PURCHASING CLOTHING GOODS FOR EMPLOYEE UNIFORMS AND THIS AGREEMENT NOT TO EXCEED $35,000.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs Public Works and individual Departments need a uniform company for the procurement of uniforms for Village Employees.; and

WHEREAS, the Village is seeking authorization to enter into a piggyback agreement with Bob Barker Company (vendor), utilizing the State of Florida Department of Management Service contract awarded through a competitive selection process - Clothing [ITB No. 23-53100000] and accept all terms, conditions, and pricing; and

WHEREAS, the proposed agreement expires per the State of Florida Department of Management Services contract, which the Village may extend the term of the agreement; and

WHEREAS, Section 58-9 authorizes the Village to Accessing contracts of other government agencies with a requirement that the Village Council approve all piggyback purchases which are anticipated to have a value of more than $35,000.

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 Council hereby approves entering into a piggyback agreement with Bob Barker Company using the State of Florida Department of Management Services Contract - Clothing Contractor Services [ITB No. #23-53100000] for a clothing contractor to provide services for employee uniform procurement for village-wide use.

Section 3. The Village of Palm Springs Council approves the usage for Village Departments to enter into an agreement with Bob Barkers Company, in which each department will not exceed the amount of $35,000.00, if the amount exceeds $35,000.00, said department will bring forward to the Village Council for approval.

Section 4. This Resolution shall take effect immediately upon adoption.

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

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

The Mayor thereupon declared the Resolution duly passed and adopted this 8th day of May 2025.

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

Clothing

Contractors

Name	CBE Code	Florida Climate Friendly Preferred Products	Recycled Products	Utilizes Authorized Resellers	Coverage Area
BOB BARKER COMPANY, INC.	A - Non-Minority	No	No	No	Statewide
GALLS, LLC	A - Non-Minority	No	No	No	Statewide
GLOBAL TRADING, INC.	A - Non-Minority	No	No	No	Statewide
HEATHERDALE STITCHERY LLC	A - Non-Minority	No	No	No	Statewide
MATTEO GRAPHICS, INC.	A - Non-Minority	No	No	No	Statewide
MONOGRAM ART, LLC	A - Non-Minority	No	No	No	Statewide
NIC'S TOGGERY, INC.	A - Non-Minority	No	No	No	Statewide
PRIDE ENTERPRISES	A - Non-Minority	No	No	No	Statewide

Name	CBE Code	Florida Climate Friendly Preferred Products	Recycled Products	Utilizes Authorized Resellers	Coverage Area
THE SHOE BOX, INC. OF TALLAHASSEE	A - Non-Minority	No	No	No	Statewide

Clothing

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BOB BARKER COMPANY, INC.

CBE Code	Florida Climate Friendly Preferred Products	Recycled Products	Utilizes Authorized Resellers	Coverage Area
A - Non-Minority	No	No	No	Statewide

FEIN: 56-1558062

Website: www.bobbarker.com

Customer Contact

Name: CUSTOMER SERVICE SOUTH TEAM
Email: customerservicesouth@bobbarker.com
Phone: 800-322-7537
Address: 7925 PURFOY RD, FUQUAY VARINA, NC 27526

Contract Administrator

Name: BETSY COPELAND
Email: betsycopeland@bobbarker.com
Phone: 919-753-1654
Address: 7925 PURFOY RD., FUQUAY VARINA, NC 27526

FL Dedicated Account Manager

Name: NORRIS WRIGHT
Email: norriswright@bobbarker.com
Phone: 386-283-1736 (Cell)
Address: 1426 CLARION DR., VALRICO, FL 33596

Clothing

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Clothing (53100000-23-STC)

Exhibit D: Discount Sheet (Tops)

Category 1: Tops: (e.g., shirts, blouses)

Commodity Codes: 46181500, 53101600, 53101700, 53101800, 53101900, 53102700, 53103000

Manufacturer/ Brand Name	Contractor Name	Initial Term	Renewal Term
		Discount off MSRP [##.##%]	Discount off MSRP [##.##%]
Bob Barker	BOB BARKER COMPANY	35.00%	35.00%
Champion	BOB BARKER COMPANY	35.00%	35.00%
Cornerstone	BOB BARKER COMPANY	35.00%	35.00%
Dickies	BOB BARKER COMPANY	35.00%	35.00%
First Tactical	BOB BARKER COMPANY	35.00%	35.00%
Gildan	BOB BARKER COMPANY	35.00%	35.00%
Hanes	BOB BARKER COMPANY	35.00%	35.00%
Jerzees	BOB BARKER COMPANY	35.00%	35.00%
Propper	BOB BARKER COMPANY	35.00%	35.00%
Red Kap	BOB BARKER COMPANY	35.00%	35.00%
TriStitch	BOB BARKER COMPANY	35.00%	35.00%
Tru-Spec	BOB BARKER COMPANY	35.00%	35.00%
Value Fit	BOB BARKER COMPANY	35.00%	35.00%
ValueLine	BOB BARKER COMPANY	35.00%	35.00%

Optional Embellishments - Customers may request to add Embellishments to the Products in this Category for an additional cost; the price includes all costs associated with the acquisition or creation of the Embellishment (e.g. setup fees) and the application of the Embellishment on the Product.

Optional Embellishments	Contractor Name	Initial Term Price Per Item	Renewal Term Price Per Item
Additional cost for screen printing	BOB BARKER COMPANY	$ 0.72	$ 0.72

Clothing (53100000-23-STC)

Exhibit D: Discount Sheet (Bottoms)

Category 2: Bottoms: (e.g., pants, slacks, trousers, shorts, jeans, skirts)

Commodity Codes: 46181500, 53101500, 53102000, 53102700

Manufacturer/ Brand Name	Contractor Name	Initial Term Discount off MSRP [##.##%]	Renewal Term Discount off MSRP [##.##%]
Bob Barker	BOB BARKER COMPANY	35.00%	35.00%
Dickies	BOB BARKER COMPANY	35.00%	35.00%
First Tactical	BOB BARKER COMPANY	35.00%	35.00%
Gildan	BOB BARKER COMPANY	35.00%	35.00%
Hanes	BOB BARKER COMPANY	35.00%	35.00%
Jerzees	BOB BARKER COMPANY	35.00%	35.00%
Propper	BOB BARKER COMPANY	35.00%	35.00%
Red Kap	BOB BARKER COMPANY	35.00%	35.00%
TriStitch	BOB BARKER COMPANY	35.00%	35.00%
Tru-Spec	BOB BARKER COMPANY	35.00%	35.00%
Value Fit	BOB BARKER COMPANY	35.00%	35.00%
ValueLine	BOB BARKER COMPANY	35.00%	35.00%

Optional Embellishments - Customers may request to add Embellishments to the Products in this Category for an additional cost; the price includes all costs associated with the acquisition or creation of the Embellishment (e.g. setup fees) and the application of the Embellishment on the Product.

Optional Embellishments	Contractor Name	Initial Term Price Per Item	Renewal Term Price Per Item
Additional cost for screen printing	BOB BARKER COMPANY	$ 0.72	$ 0.72

Clothing (53100000-23-STC)

Exhibit D: Discount Sheet (Outerwear)

Category 3: Outerwear: (e.g., coats, jackets, parkas, sports coats, blazers, coveralls, ponchos, vests)

Commodity Codes: 46181500, 53101800, 53101900, 53102100

Manufacturer/ Brand Name	Contractor Name	Initial Term Discount off MSRP [##.##%]	Renewal Term Discount off MSRP [##.##%]
Bob Barker	BOB BARKER COMPANY	35.00%	35.00%
Dickies	BOB BARKER COMPANY	35.00%	35.00%
First Tactical	BOB BARKER COMPANY	35.00%	35.00%
Gildan	BOB BARKER COMPANY	35.00%	35.00%
Hanes	BOB BARKER COMPANY	35.00%	35.00%
Jerzees	BOB BARKER COMPANY	35.00%	35.00%
Propper	BOB BARKER COMPANY	35.00%	35.00%
Red Kap	BOB BARKER COMPANY	35.00%	35.00%
Tru-Spec	BOB BARKER COMPANY	35.00%	35.00%
Value Fit	BOB BARKER COMPANY	35.00%	30.00%

Optional Embellishments - Customers may request to add Embellishments to the Products in this Category for an additional cost; the price includes all costs associated with the acquisition or creation of the Embellishment (e.g. setup fees) and the application of the Embellishment on the Product.

Optional Embellishments	Contractor Name	Initial Term Price Per Item	Renewal Term Price Per Item
Additional cost for screen printing	BOB BARKER COMPANY	$ 0.77	$ 0.77

Clothing (53100000-23-STC)

Exhibit D: Discount Sheet (Shoes)

Category 4: Shoes: (e.g., slippers, sandals, boots, tennis shoes, overshoes)

Commodity Codes: 46181600, 53111500, 53111600, 53111700, 53111800, 53111900, 53112100

Manufacturer/ Brand Name	Contractor Name	Initial Term	Renewal Term
		Discount off MSRP [##.##%]	Discount off MSRP [##.##%]
Bob Barker	BOB BARKER COMPANY	35.00%	35.00%
First Tactical	BOB BARKER COMPANY	35.00%	35.00%
Propper	BOB BARKER COMPANY	35.00%	35.00%
Tact Squad	BOB BARKER COMPANY	35.00%	35.00%
Value Fit	BOB BARKER COMPANY	35.00%	35.00%

Optional Embellishments - Customers may request to add Embellishments to the Products in this Category for an additional cost; the price includes all costs associated with the acquisition or creation of the Embellishment (e.g. setup fees) and the application of the Embellishment on the Product.

Optional Embellishments	Contractor Name	Initial Term Price Per Item	Renewal Term Price Per Item
Additional cost for screen printing	BOB BARKER COMPANY	$ 0.72	$ 0.72

Clothing (53100000-23-STC)

Exhibit D: Discount Sheet (Accessories)

Category 5: Accessories: (e.g., ties, hats, gloves, belts, socks, epaulets)

Commodity Codes: 46181500, 53102500, 53112000

Manufacturer/ Brand Name	Contractor Name	Initial Term	Renewal Term
		Discount off MSRP [##.##%]	Discount off MSRP [##.##%]
Bob Barker	BOB BARKER COMPANY	35.00%	35.00%
Dickies	BOB BARKER COMPANY	35.00%	35.00%
First Tactical	BOB BARKER COMPANY	35.00%	35.00%
Fruit of the Loom	BOB BARKER COMPANY	35.00%	35.00%
Hanes	BOB BARKER COMPANY	35.00%	35.00%
Jerzees	BOB BARKER COMPANY	35.00%	35.00%
Propper	BOB BARKER COMPANY	35.00%	35.00%
Red Kap	BOB BARKER COMPANY	35.00%	35.00%
Tru-Spec	BOB BARKER COMPANY	35.00%	35.00%
Value Fit	BOB BARKER COMPANY	35.00%	35.00%

Optional Embellishments - Customers may request to add Embellishments to the Products in this Category for an additional cost; the price includes all costs associated with the acquisition or creation of the Embellishment (e.g. setup fees) and the application of the Embellishment on the Product.

Optional Embellishments	Contractor Name	Initial Term Price Per Item	Renewal Term Price Per Item
Additional cost for screen printing	BOB BARKER COMPANY	$ 0.72	$ 0.72

Division of State Purchasing
4050 Esplanade Way, Suite 360
Tallahassee, FL 32399-0950

Ron DeSantis, Governor
Pedro Allende, Secretary

The State of Florida

Department of Management Services

Invitation to Bid (ITB)

Clothing

ITB No: 23-53100000-ITB

Nicole Walker, Procurement Officer
4050 Esplanade Way, Suite 360.7Z
Tallahassee, Florida 32399-0950
850-487-4196
Nicole.Walker@dms.fl.gov

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Any protest concerning this agency decision or intended decision must be timely filed with the Department of Management Services' Agency Clerk. Protests may be filed by courier, hand delivery, or regular mail at: Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Protests may also be filed by fax at 850-922-6312, or by email at agencyclerk@dms.fl.gov. It is the filing party's responsibility to meet all filing deadlines.

The Procurement Officer should be copied on such filings.

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1 INTRODUCTION

1.1 Timeline of Events

The table below contains the Timeline of Events for this solicitation. The dates and times within the Timeline of Events are subject to change. It is the responsibility of the Bidder to check for any changes on the Vendor Information Portal (VIP). The Timeline of Events listed in the solicitation document shall prevail. The official solicitation date and time deadlines are reflected in the Timeline of Events.

Timeline of Events		
Event	**Time (Eastern Time)**	**Date**
Solicitation posted on VIP		May 23, 2023
Non-Mandatory Pre-Bid Conference GoToWebinar Link: https://attendee.gotowebinar.com/register/1620601405494102871	2:00 – 3:00 PM	May 31, 2023
Deadline to submit questions and requests to add/delete a Manufacturer/Brand Name to the Procurement Officer via email: Nicole.Walker@dms.fl.gov	10:00 AM	June 6, 2023
Department's anticipated date of posting Q&A on VIP		June 20, 2023
Deadline to submit physical Bid and all required documents to: Attention: Nicole Walker Department of Management Services 4050 Esplanade Way, Suite 360.7Z Tallahassee, Florida 32399-0950	10:00 AM	July 11, 2023
Bid Opening (non-mandatory) Department of Management Services 4050 Esplanade Way, 380K Tallahassee, Florida 32399-0950 GoToWebinar Link: https://attendee.gotowebinar.com/register/6646913258755869280	10:30 AM	July 11, 2023

Timeline of Events		
Event	**Time (Eastern Time)**	**Date**
Anticipated date to post Notice of Intent to Award on VIP		July 25, 2023
Anticipated Contract start date		August 15, 2023

1.2 Non-Mandatory Pre-Bid Conference

The Department will conduct a non-mandatory pre-bid conference in accordance with the date and time listed in the Timeline of Events section. The purpose of the conference is to ensure full understanding of the requirements of this solicitation and attachments. Attendance at this conference is not mandatory but is highly encouraged. **To attend the non-mandatory pre-bid conference, please use the link within the Timeline of Events to register. Bidders are also encouraged to download the GoToWebinar app prior to the meeting to avoid technical difficulties.**

1.3 Definitions

Definitions contained in section 287.012, Florida Statutes (F.S.); Rule 60A-1.001, Florida Administrative Code (F.A.C.); Attachment E, Special Contract Conditions; and the PUR 1001, General Instructions to Respondents (10/06), are incorporated by reference. In the event of a conflict, the definitions listed in this section supersede the incorporated definitions for the purposes of this ITB document. All definitions apply in both their singular and plural sense.

Accessories – An Accessory for functional or cosmetic purposes. Includes but not limited to: ties, hats, gloves, belts, socks, and epaulets.

Bid – The document(s) submitted by a Bidder in response to this ITB.

Bidder – A vendor who submits a Bid to this ITB.

Business Day – Monday through Friday, inclusive, except for those holidays specified in section 110.117, F.S., from 8:00 a.m. to 5:00 p.m. Eastern Time.

Category – A collection of Clothing apparel and Accessories that are described in the Attachment A, Scope of Work and Attachment B, Discount Sheet(s).

Clothing – Apparel and Accessories. The terms “Clothing”, “Apparel”, “Products”, “Accessories”, and “Items” may be used interchangeably.

Commodity Code – The State’s numeric code for classifying commodities and contractual services which meet specific requirements, specifications, terms, and conditions herein. Florida has adopted the United Nations Standard Products and Services Code (UNSPSC) for classifying commodities and services.

Confidential Information – Information that is trade secret or otherwise confidential or exempt from disclosure under Florida or federal law.

Contract – The written agreement between the Department and the awarded Bidder(s) resulting from this solicitation.

Contractor – A Vendor that enters into a Contract with the Department as a result of this procurement.

Customer – A State Agency or Eligible User. If authorized in writing by the State Agency or Eligible User, Customer(s) shall also include employees or authorized representatives placing individual orders on their own behalf for the purchase of Clothing.

Department – The Department of Management Services (DMS), a State Agency.

Epaulet – An ornamental shoulder piece on an item of Clothing.

Manufacturer – The producer or provider of Clothing apparel and Accessories. May be used interchangeably with Brand Name.

Manufacturer's Suggested Retail Price (MSRP) – The Manufacturer's recommended retail selling price, list price, published price, or other usual and customary price that would be paid by the purchaser for specific commodities or services without benefit of the Contract. It must be publicly listed, available, and verifiable by the Department and Customer. May be used interchangeably with "retail, catalog or list price."

State – The State of Florida.

Vendor Information Portal (VIP) – The State's bidding system developed in accordance with section 287.042(3)(b)2., F.S. The Vendor Information Portal is accessible at https://vendor.myfloridamarketplace.com.

1.4 Objective

The Department is issuing this ITB to establish a State Term Contract for the purchase of Clothing. The Department intends to make multiple, statewide, awards; however, the Department reserves the right to award to one or multiple Bidders, statewide or by region, or to make no award, as determined to be in the best interest of the State.

The current Clothing: Purchase, Rental, and Cleaning Contract No. 53100000-20-1 has an annual average spend of $690,698.00. Historical spend is provided for informational purposes only and should not be construed as representing actual, guaranteed, or minimum spend under a new Contract.

1.5 Scope of Work

Bidder(s) awarded a Contract under this ITB shall provide Commodities as described in the Attachment A, Scope of Work.

1.6 Term

The initial Contract term shall be for a five-year period and up to a five-year renewal, which can be renewed in whole or in part.

1.7 Procurement Officer

In accordance with section 21 of the PUR 1001: The Procurement Officer is the sole point of contact for this ITB. Violation of section 21 of the PUR 1001 may be grounds for rejecting a Proposal. The contact information for the Procurement Officer is:

Nicole Walker, Purchasing Analyst Supervisor
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360.7Z, Tallahassee, FL 32399-0950
Phone: 850-487-4196
Email: Nicole.Walker@dms.fl.gov

****ALL EMAILS TO THE PROCUREMENT OFFICER SHOULD CONTAIN THE SOLICITATION NUMBER IN THE SUBJECT LINE OF THE EMAIL****

1.8 Order of Precedence for Solicitation

In the event of a conflict between the documents comprising this ITB, the conflict will be resolved in the following order of priority (highest to lowest):

a) Addenda to ITB, if issued (in reverse order of issuance)
b) Attachment A, Scope of Work
c) Attachment B, Discount Sheet(s)
d) Attachment C, Mandatory Responsive Requirements
e) Attachment D, STC Additional Special Contract Conditions
f) Attachment E, Special Contract Conditions
g) Attachment F, Draft Contract
h) This ITB document
i) Attachment G, Certification of Drug Free Workplace (if applicable)

1.9 Commitment to Diversity

The State strongly supports its diverse business population through involving woman-, veteran-, and minority-owned business enterprises in the state's purchasing process. The Department strongly supports diversity in its procurements, and requests that all subcontracting opportunities afforded by this solicitation be shared with certified woman-, veteran-, and minority-owned business enterprises. The award of subcontracts should reflect the vast array of citizens in the State. Bidders can search for certified businesses online at the Office of Supplier Diversity's Certified Vendor Directory or by contacting 850-487-0915 for information on certified businesses that may be considered for subcontracting opportunities. The Certified Vendor Directory is accessible at: https://vendor.myfloridamarketplace.com.

The Office of Supplier Diversity's Mentor-Protégé Program connects certified businesses with private business entities for business development mentoring. The Department strongly encourages Vendors doing business with the State to consider becoming a Mentor and participating in this initiative. More information on the Mentor-Protégé Program may be obtained by contacting the Office of Supplier Diversity at 850-487-0915 or by email at: osdinfo@dms.fl.gov.

1.10 Department's Rights to Reject Bids

The Department may reject any Bid not submitted in the manner specified by this solicitation.

Bids that do not meet all requirements, specifications, terms, and conditions of the solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Bidders whose Bids, references, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as not responsible. The Department reserves the right to determine which Bids meet the requirements of this solicitation and which Bidders are responsive and responsible.

In this solicitation, the words "should" or "may" indicate desirable attributes or conditions but are permissive in nature. Where language indicates that the attribute or condition is mandatory, the Department still reserves the right to waive any minor irregularity if the Department determines that it is in the best interest of the State to do so.

A deviation from a requirement or condition is material if, in the Department's discretion, it provides a substantial advantage to one Bidder over another or has a potentially significant effect on the quality of the Bid or on the cost to the State.

2 THE ITB PROCESS

2.1 Question Submission

The Department invites interested and registered Vendors to submit questions regarding the solicitation. Questions must be submitted via email to the Procurement Officer by the time and date reflected in the Timeline of Events section. Bidders are strongly encouraged to ask any questions regarding this ITB, including the proposed Contract terms and conditions, prior to the deadline to submit questions. The Department is not obligated to revise the solicitation or attachments based on questions received.

2.2 Request to add and delete a Manufacture/Brand Name

The Department has provided a list of required Manufacturer/Brand Names based on previous Customer spend and requests. Interested Bidders reserve the right to request to add and delete a Manufacturer/Brand Name in accordance with the time and date listed in the Timeline of Events. The Department is not obligated to revise the Attachment B, Discount Sheet(s) based on requests received.

2.3 Addenda to the ITB

The Department reserves the right to modify this solicitation by addenda. Addenda may modify any aspect of this solicitation. Any addenda issued will be posted on VIP. It is the Bidder's responsibility to check VIP for any changes throughout the procurement process and prior to submitting a Bid.

2.4 Public Opening

Bids will be physically opened on the date, time and at the location indicated in the Timeline of Events section. Bidders are not required to attend. The Department will only announce the names of Bidders who submitted a Bid at the public meeting. In accordance with section 119.071(1)(b), F.S., the Department will not provide other information regarding the Bids received at the public opening. **To attend the public opening virtually, please use the link within the Timeline of Events to register. Bidders are also encouraged to download the GoToWebinar app prior to the meeting to avoid technical difficulties.**

2.5 Special Accommodations

Any person requiring a special accommodation due to a disability should contact the Department's Americans with Disabilities Act (ADA) Coordinator at 850-922-7535 or

ADA.Coordinator@dms.fl.gov at least five Business Days prior to the scheduled event. If hearing or speech-impaired, please contact the ADA Coordinator by using the Florida Relay Service at 800-955-8771 (TDD).

2.6 Mandatory Responsive Requirements

The Department will not review Bids from Bidders who do not meet the mandatory responsive requirements listed in Attachment C, Mandatory Responsive Requirements.

Note: The Department will perform an initial responsiveness check. Bids found to be non-responsive will not be considered for award. The Department reserves the right to act upon information discovered during and after the initial responsiveness check impacting the responsibility or responsiveness of the Bidder.

2.7 Preference to Florida Businesses

Pursuant to the requirements of section 287.084(1)(a), F.S., if the lowest responsible and responsive Bid is by a Bidder whose principal place of business is located outside the State, and whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, the Department will award a preference to the lowest responsible and responsive Bidder having a principal place of business within Florida, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive Bidder has its principal place of business.

If the lowest Bid is submitted by a Bidder whose principal place of business is located outside the State, and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive Bidder having a principal place of business in this State will be five percent.

A Bidder whose principal place of business is outside this State must accompany its Bid with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.

2.8 Equal Bids

In the event that there is no multiple award contemplated in the ITB, and the Department receives equal Bids eligible for award, the Department will comply with the following, as applicable: sections 287.057(12), 287.082, 287.087, 287.092, 295.187(4)(a), and 295.187(4)(b), F.S. In order to clarify the Bidders' status with regard to the applicable statutory preference requriements, the Department may request information from Bidders with equal eligible Bids. A Bidder will not be permitted to amend or suplement its Bid in response to such request for clarification.

2.9 Basis of Award

The Department intends to award multiple Contracts to the lowest responsive and responsible Bidders by Category whose Total Calculated Discount is within 20% of the Bidder's highest Total Calculated Discount off MSRP % for each Clothing Manufacturer/Brand Name within a Category for the initial and renewal terms.

Bidders are not required to Bid on all Categories or Clothing Manufacturer/Brand Names, however, if submitting a Bid, the Bidder must complete all required fields for the Manufacturer/Brand Name based on the applicable Discount Sheet(s) and must provide a discount greater than 0% (required fields are Discount off MSRP % for Initial and Renewal

Terms). Discounts off MSRP % shall be entered as percentages up to the hundredths decimal place (e.g. 25.05% = 0.2505). A Bidder may not be considered for an award for a Manufacturer/Brand Name if a discount of 0% is provided.

The Bidder's Total Calculated Discount will be calculated by the Department for each Manufacturer/Brand Name Bid on within a Category for the initial and renewal terms using the following formula:

(A x 0.60) + (B x 0.40) = C

Where:
A = Initial Term Discount off MSRP (column D)
B = Renewal Term Discount off MSRP (column E)
C = Total Calculated Discount

The Department reserves the right to award multiple Contracts or to award Contract(s) for all or part of the work contemplated by this solicitation. The Department reserves the right to reject all Bids. The Department reserves the right to award to another vendor if the Department is unable to execute a Contract with the initially or previously awarded Bidder.

2.10 Electronic Posting of Notice of Intent to Award

The Department will electronically post a 'Notice of Intent to Award' on VIP in accordance with the Timeline of Events. The 'Notice of Intent to Award' will remain posted for a period of 72 hours, not including Saturdays and Sundays or State holidays, as specified in section 110.117, F.S.

2.11 Contract Formation

The Department may issue a 'Notice of Intent to Award' to award Contract(s) to successful Bidder(s). However, no Contract shall be formed between a Bidder and the Department until both parties sign the Contract. The Department shall not be liable for any work performed before the Contract is effective.

The Department intends to enter into the Contract(s) with Bidder(s) pursuant to the 'Basis for Award' section of this solicitation. No additional documents submitted by a Bidder shall be incorporated in the Contract unless they are specifically identified, incorporated by reference, and approved by the Department. If any additional documents are submitted by the Bidder, the additional documents will not be considered for the Basis for Award.

2.12 Other Requirements Following Award

2.12.1 Registration with the Florida Department of State

If awarded a Contract, the Bidder shall provide a PDF file of its current and active registration with the Florida Department of State prior to execution of a Contract or, if exempt from registration, a statement to that effect noting the basis for the exemption. Bidders should note that foreign entities are required to obtain a Florida Certificate of Authorization pursuant to applicable Florida Statutes from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. For additional information, please visit https://dos.myflorida.com/sunbiz/.

2.12.2 Florida Substitute Form W-9

It is the responsibility of the awarded Bidder to complete a Florida Substitute Form W-9 prior to execution of a Contract. The Internal Revenue Service receives and validates the information provided on the Florida Substitute Form W-9. For instructions on how to complete the Florida Substitute Form W-9, please visit https://flvendor.myfloridacfo.com/.

2.12.3 Preferred Pricing

It is the responsibility of the awarded Bidder to provide a completed Preferred Pricing Affidavit upon Contract execution and annually thereafter throughout the Contract term.

3 RESPONDING TO THE ITB

3.1 General Instructions

The PUR 1001, General Instructions to Respondents (10/06), is incorporated by reference and is accessible at https://www.dms.myflorida.com/content/download/2934/11780/PUR_1001_General_Instructions_to_Respondents.pdf.

3.2 Special Instructions

The following special instructions modify the general instructions provided in the incorporated PUR 1001.

Paragraphs 3, 8 and 13 of the PUR 1001 are inapplicable in their entirety.

Paragraphs 4, 5, 7, 9, 14, 15, 19, and 20 of the PUR 1001 are inapplicable and are replaced as follows:

4. Terms and Conditions. All Bids are subject to the terms of this solicitation, which, in case of conflict, will have the order of precedence listed in the 'Order of Precedence for Solicitation' section.

The Department will not accept any unrequested terms or conditions submitted by a Bidder, including any appearing in documents attached as part of a Bidder's response. In submitting its Bid, a Bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect.

5. Questions. Questions shall be submitted in accordance with the 'Question Submission' section of this solicitation.

7. Convicted Vendor, Discriminatory Vendor, and Antitrust Violator Vendor Lists.

a. Convicted Vendor List.
Pursuant to section 287.133, F.S., 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, subcontractor, or consultant 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, F.S. for CATEGORY TWO for a period of 36 months following the date of being placed on the Convicted Vendor List.

b. Discriminatory Vendor List.
Pursuant to section 287.134, F.S., an entity or affiliate who has been placed on the Discriminatory Vendor List 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, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. Antitrust Violator Vendor List.
Pursuant to section 287.137, F.S., a person or an affiliate who has been placed on the Antitrust Violator Vendor List following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

9. Bidder's Representation and Authorization. In submitting a Bid, each Bidder certifies that it understands, represents, and acknowledges the following:

a. The Bidder is not currently under suspension or debarment by the State or any other governmental authority.
b. The Bidder currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
c. The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any entity or person to submit a complementary or other noncompetitive Bid.
d. The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other Bidder or potential Bidder; neither the prices nor amounts, actual or approximate, have been disclosed to any other Bidder or potential Bidder, and they will not be disclosed before the solicitation opening.
e. The Bidder has fully informed the Department in writing of all convictions of the Bidder, its affiliates (as defined in section 287.133(1)(a), F.S.), and all directors, officers, and employees of the Bidder and its affiliates for violation of any state or federal law involving a public entity crime (as defined in section 287.133(1)(g), F.S.). This includes disclosure of the names of current employees who were convicted of public entity crimes while in the employ of another company.
f. Neither the Bidder nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or in a position involving the administration of federal funds:
    - Is presently indicted or, within the preceding three years, has been convicted or found guilty of, or found civilly liable for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or

- Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.

g. The products and services offered by the Bidder conform to the specifications contained herein without exception.
h. The Bidder has read and understands the terms and conditions listed in the Draft Contract, and the submission is made in conformance with those terms and conditions.
i. If an award is made to the Bidder, the Bidder agrees that it will execute the Draft Contract.
j. The Bidder has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the Bid, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in the Bid.
k. The Bidder shall indemnify, defend, and hold harmless the Department, Customer, and their employees against any cost, damage, or expense which may be incurred or be caused by the Bidder's Bid (including any errors therein).
l. All information provided by, and representations made by, the Bidder are material and important and will be relied upon by the Department in awarding the Contract. Any misstatement may be treated as fraudulent concealment from the Department and Customers of the true facts relating to submission of the Bid. A misrepresentation may be punishable under law.

The Department reserves the right to deem the Bidder non-responsive or non-responsible based on any information provided in, or omitted from, the Bidder's Bid related to the certifications of this section.

14. Firm Response. The Department intends to make an award within sixty days after the date of the opening, during which period Bids shall remain firm and shall not be withdrawn. If award is not made within sixty days, the Bid shall remain firm until the Department enters into a Contract or the Department receives from the Bidder written notice that the Bid is withdrawn.

15. Clarifying Information. The Department may request, and Bidder shall provide, clarifying information or documentation. Failure to supply the information or documentation as requested may result in the Bid being deemed non-responsive.

19. Public Records. Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and section 119.011, F.S., provides a broad definition of "public record." As such, the entirety of the Bids are public records and are subject to disclosure unless exempt from disclosure by law. If the Bidder considers any portion of its Bid to be Confidential Information, the Bidder is to mark the document as "confidential" and simultaneously provide the Department with a separate, redacted copy of its Bid. For each portion redacted, the Bidder is to briefly describe in writing the grounds for claiming exemption, including the specific statutory citation for such exemption. On the cover of the redacted copy, the Bidder is to provide its name and the Department's solicitation name and number and clearly title it, "Redacted Copy." Only portions of material that the Bidder claims are Confidential Information are to be redacted.

In accordance with section 119.0701, F.S., Bids are exempt from production in response to public records requests until such time as the Department provides notice of an intended decision or until 30 days after opening the Bids, whichever is earlier. After that time, the Department will provide the redacted copy, if any, in response to a public records request.

In the event of a request for public records pursuant to Chapter 119, F.S., the Florida Constitution, or other authority, to which documents that are marked as "confidential" are responsive, the Department will provide the redacted copy to the requestor. If a requestor asserts a right to the redacted Confidential Information, the Department will notify the Bidder such an assertion has been made. It is the Bidder's responsibility to take the appropriate legal action to assert that the information in question is exempt from disclosure under Chapter 119, F.S., or other applicable law.

If the Department becomes subject to a demand for discovery or disclosure of documents that are marked as "confidential" in a legal proceeding, the Department will give the Bidder notice of the demand or request. It will be the Bidder's responsibility to take the appropriate legal action in response to the demand and to defend its claims of confidentiality. If the Bidder fails to take appropriate and timely action to protect the materials it has designated as Confidential Information, the Department will provide the unredacted materials to the requester.

By submitting a Bid, the Bidder agrees to protect, defend, and indemnify the Department for all claims arising from or relating to the Bidder's determination that the redacted portions of its Bid are Confidential Information. If a Bidder fails to submit a redacted copy in accordance with this section, of information it claims is Confidential Information, the Department is authorized to produce the entire material submitted to the Department in response to a public records request for, or demand for discovery or disclosure of, these records.

20. Protests. Any protest concerning this solicitation should be made in accordance with sections 120.57(3) and 287.042(2), F.S., and Chapter 28-110, F.A.C. Any communication not in accordance with these sections or the solicitation, including questions to the Procurement Officer, will not constitute formal notice of a protest.

3.3 How to Submit a Bid

3.3.1 The Bidder must submit three hard copies of the entire Bid and required, supporting attachments.

3.3.2 The Bidder must submit one electronic copy of the entire Bid (e.g., USB flash drive, thumb drive).

3.3.3 Bids should be clearly marked on the outside of the package with the ITB number, Bidder name, and Procurement Officer name.

3.3.4 Submit Bids to the Procurement Officer by the date, time and location listed in the Timeline of Events section of this ITB. The Bidder is responsible for ensuring its Bid is delivered on the proper date and time and to the proper location. Do not wait until the last minute to submit a Bid.

All electronic Bids should be fully searchable. Hard copy and electronic Bids are to consist of identical information. In the event of a conflict, the electronic version will control.

Bids that are not submitted within the date, time and to the location listed in the Timeline of Events section of this ITB, may be deemed nonresponsive.

3.4 Modification or Withdrawal of Bid

Bidders are responsible for the content and accuracy of their Bids. A Bidder may modify or withdraw its Bid at any time prior to the Bid due date and time set forth in the Timeline of Events section.

3.5 Cost of Bid Preparation

The costs related to the development and submission of a Bid are the full responsibility of the Bidder and are not chargeable to the Department.

3.6 Independent Preparation

A Bidder shall not, directly, or indirectly, collude, consult, communicate, or agree with any other Bidder as to any matter related to the Bid each is submitting. Additionally, a Bidder shall not induce any other Bidder to modify, withdraw, submit, or not submit a Bid.

3.7 False or Erroneous Information

A Bidder who submits false or erroneous information may be deemed non-responsive and not awarded a Contract. If the Bidder's Bid is found to contain false or erroneous information after Contract award, the Contract may be terminated, and the Department may pursue any other legal action available.

ITB ATTACHMENTS

Attachment A, Scope of Work
Attachment B, Discount Sheet(s)
Attachment C, Mandatory Responsive Requirements
Attachment D, STC Additional Special Contract Conditions
Attachment E, State Purchasing Special Contract Conditions
Attachment F, Draft State Term Contract
Attachment G, Certification of Drug Free Workplace (if applicable)

Required Documents to be submitted by vendor prior to ITB opening

Vendor's completed Attachment C, Mandatory Responsive Requirements
Vendor's completed Attachment B, Discount Sheet(s)

Optional Documents to be submitted by vendor prior to ITB opening

Vendor's completed Attachment G, Certification of Drug Free Workplace (if applicable)

Village of Palm Springs

Executive Brief

AGENDA DATE: May 8, 2025

DEPARTMENT: Utilities

ITEM #5: Contract Award – ITB No. 2025B-008 - RL Pratt WTP Lime Slurry System Replacement (TO No. 339) - Utilities Department - Florida Design Contractors LLC.

SUMMARY: The Village owns and operates the RL Pratt Water Treatment Plant, which utilizes a lime slurry system to soften the finished potable water. The current system is nearing the end of its useful life, and the Village needs to replace it. This will include demolishing the existing system, relocating two (2) lime slurry tanks, installing a new slurry/feeder system and pumps, installing a new Control System, and making all necessary electrical, piping, and SCADA modifications.

The Utilities Department advertised the project for bid on March 31, 2025, and received three (3) proposals. After reviewing these proposals, the Village recommends awarding the contract to Florida Design Contractors, LLC., identified as the lowest, most responsive, and responsible bidder, with a project cost not to exceed $1,411,000.00. This project will be funded through the Utilities Department FY 2025 Budget Funded - Water & Sewer Enterprise Fund.
Bid Proposals:

1. Florida Design Contractors, LLC - $1,411,000.00
2. Lawrence Lee Construction Services, Inc. - $1,564,000.00
3. RF Environmental Services, Inc. - $1,766,000.00

FISCAL IMPACT:
The agreement with Florida Design Contractors, LLC., for the RL Pratt WTP Lime Slurry System Replacement (TO No. 339) will be funded by Account No. 41336-56300 at a cost not to exceed $1,411,000. The FY2025 approved budget for this project is $895,000.00 and therefore the funding shortfall will derive from a redistribution of funds from the same account.

ATTACHMENTS:
1. Resolution No. 2025-31 -FL Design Contractors
2. Agreement - Florida Design - RL Pratt Lime Slurry System Replacement
3. Bid Tabulation - ITB No. 2025B-008 - RL Pratt Lime Slurry System Replacement
4. Engineer's Letter of Recommendation - RL Pratt Lime Slurry System Replacement
5. Bid Documents - ITB - No. 2025B-008 - RL Pratt Lime Slurry System Replacement

RESOLUTION 2025-31

A RESOLUTION OF THE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVE A CONTRACT AWARD TO FLORIDA DESIGN CONTRACTORS, LLC, FOR RL PRATT WTP LIME SLURRY SYSTEM REPLACEMENT PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Utilities Department owns and operates the RL Pratt Water Treatment Plant, which utilizes a lime slurry system to soften the finished potable water; and

WHEREAS, the current lime slurry system is nearing the end of its useful life and the Village is in need of a contractor to replace the system; and

WHEREAS, the Village advertised ITB No. 2025B-008 – **RL PRATT WTP LIME SLURRY SYSTEM REPLACEMENT PROJECT** ("ITB") in the Palm Beach Post on March 31, 2025 and received three (3) bids; and

WHEREAS, the replacement project includes replacing and demolishing the existing system, relocating two (2) lime slurry tanks, installing a new slurry/feeder system and pumps, installing a new Control System, and making all necessary electrical, piping, and SCADA modifications; and

WHEREAS, the Village has determined that Florida Design Contractors, LLC, submitted the *lowest responsive and responsible* bid in response to the ITB for a total contract price of $1,411,200.00; and

WHEREAS, funding for the project is available from Account No. 41336-56300; and

WHEREAS, the Village Council finds awarding the ITB to Florida Design Contractors, LLC, is in the Village's best interest and serves a valid public purpose.

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

Section 1: The foregoing recitals are incorporated into this resolution by reference.

Section 2: The Village of Palm Springs Village Council approves the award of ITB No. 2025B-008 – **RL PRATT WTP LIME SLURRY SYSTEM REPLACEMENT PROJECT (Task Order #339)** to Florida Design Contractors, LLC.

Section 3: The Mayor is authorized to execute the agreement with Florida Design Contractors, LLC.

Section 4: This Resolution shall become effective immediately upon its passage.

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

The Mayor thereupon declared this Resolution duly passed and adopted this 8th day of MAY 2025.

VILLAGE OF PALM SPRINGS, FLORIDA BY:

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK
REVIEWED FOR FORM AND LEGAL SUFFICIENCY BY:

BY: _____
CHRISTY GODDEAU, VILLAGE ATTORNEY

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: The Project consists of furnishing all labor, equipment and material for the Lime Slurry System Replacement as described by the Drawings and Specifications. Generally, the work includes demolition of the existing system, relocation of 2 lime slurry / feeder system pumps, new control system, electrical, site restoration and all other incidentals as indicated by the drawings and specifications or as required to properly complete the project 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. **R.L. Pratt WTP Lime Slurry System Replacement.**

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 330 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 30 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, the Contractor shall reimburse the 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: $ 1,411,200.00 .

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):

Lump Sum Bid Price					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Unit Price**	**Extended Price**
	See attached				
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) $ 1,411,200.00 .

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in accordance with Florida Statute 255.078 but, in each case, less than 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. 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, the 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 1 sheets with each sheet bearing the following general title: A-01 **[or]** the Drawings listed on the attached sheet index.
9. Addenda (numbers 1 to 1, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (pages 1 to 4, 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.
12. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
13. There are no Contract Documents other than those listed above in this Article 9.
14. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.
15. 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 Documents, no assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract Documents. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Indemnity*

A. The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the Owner, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of the Contract Documents. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the Owner in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the Owner and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of the Contract Documents and shall not be limited by the amount of any insurance required to be obtained or maintained under the Contract Documents.

B. Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the Owner and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The Owner shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the Owner before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the Owner and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the Owner, be detrimental in any material respect to the Owner's reputation; (ii) the third party claim seeks an injunction or equitable relief against the Owner; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

C. It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statues. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the Owner may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

10.07 *Governing Law and Remedies*

A. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue for any and all disputes related to or arising from this Agreement shall be exclusively in Palm Beach County, Florida.

B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

10.08 *Office of the Inspector General*

A. Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County programs, contracts, transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all of the Owner's contracts.

10.09 *Scrutinized Companies*

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

B. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Contract Documents. The Contractor agrees that the certifications in this section shall be effective and relied upon by the Owner for the term of the Contract Documents, including any and all renewals. The Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the Owner of the same. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

10.10 *Public Records*

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

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

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

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law

for the duration of the Contract Documents and following completion of the Contract Documents if the Contractor does not transfer the records to the Owner.

4. Upon completion of the Contract Documents, transfer, at no cost, to the Owner all public records in possession of the Contractor or keep and maintain public records required by the Owner to perform the service. If the Contractor transfers all public records to the Owner upon completion of the Contract Documents, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records or designee, in a format that is compatible with the information technology systems of the 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 THE CONTRACT DOCUMENTS, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-584-8200 ext. 8430, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

10.11 *Insurance*

A. The limits of liability for insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less that the following amounts or greater where required by Law and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

a.	State	Statutory
b.	Applicable Federal	Statutory
c.	Employer Liability:	
	Bodily injury, each accident	$1,000,000
	Bodily injury by disease, each employee	$500,000
	Bodily injury/disease aggregate	$1,000,000
d.	Foreign voluntary worker compensation	Statutory

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

a.	General Aggregate	$2,000,000
b.	Products – Completed Operations Aggregate	$2,000,000
c.	Personal and Advertising Injury	$1,000,000
d.	Each Occurrence/Per Claim (Bodily Injury and Property Damage)	$1,000,000

3. Automobile Liability under paragraph 6.03.D of the General Conditions:

a. Bodily Injury:
   Each Person $500,000
   Each Accident $1,000,000
b. Property Damage:
   Each Incident $1,000,000

4. Umbrella of Excess Liability under paragraph 6.03.E of the General Conditions:

   a. Excess or Umbrella Liability
      1) General Aggregate $5,000,000
      2) Each Occurrence/Per Claim $1,000,000

5. Contractor's Pollution Liability under paragraph 6.03.F of the General Conditions:

   a. Contractor's Pollution Liability
      1) General Aggregate $2,000,000
      2) Each Occurrence/Per Claim $1,000,000

6. Additional Insureds include the respective officers, partners, directors, employees, agents, consultants, and subconsultants of the following firms and municipal government(s):

   a. Village of Palm Springs

10.12 *Public Construction Bond*

A. If the total contract price exceeds $200,000 in total construction cost, the CONTRACTOR must provide the Owner with a public construction bond in accordance with section 255.05, Florida Statutes. Said bond must be recorded in the Official Records in and for Palm Beach County and a certified copy of recorded bond must be provided to the Owner prior to the CONTRACTOR providing any services under the Contract Documents. The Owner reserves the right to request a bond for any work which is less than $200,000. The cost of the bond shall be a direct pass-through cost to the Owner without any mark-up by the CONTRACTOR.

B. The public construction bond shall be on forms attached hereto as **Forms C-610 and C-615 "Performance" and "Payment" Bonds** or substantially similar as approved by the Owner. The bond shall be in an amount not less than the total contract price and shall incorporate by reference the terms of the Contract Documents in their entirety.

C. To be acceptable to the Owner, a Surety Company shall comply with the following provisions:

   a. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.

   b. The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

   c. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.

   d. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the contract is approved.

e. The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.

f. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:

1) Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to do business in this state have been met.

2) In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

10.13 *Audit by Owner*

A. The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Services for at least three (3) years after completion of the Contract Documents. The CONTRACTOR shall permit the Owner, or any authorized representatives of the Owner, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under the Contract Documents including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under the Contract Documents.

10.14 *Copies of Data/Documents*

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

10.15 *Ownership*

A. Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the Owner.

10.16 *Limitations of Liability*

A. Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

10.17 *Enforcement Costs*

A. All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract Documents' execution, validity, the obligations provided therein, or performance of the Contract Documents, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract Documents.

10.18 *Copyrights and/or Patent Rights*

A. CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the Owner harmless from any and all liability, loss, or expense occasioned by any such violation.

10.19 *Protection of Property*

A. The CONTRACTOR shall at all times guard against damage or loss to the property of the Owner or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The Owner may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The Owner will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

10.20 *Damage to Persons or Property*

A. The responsibility for all damage to person or property arising out of or on account of Scope of Work done under the Contract Documents shall rest upon the CONTRACTOR.

10.21 *Discrimination*

A. The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONTRACTOR shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

10.22 *Construction Defects*

A. PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

10.23 *Public Entity Crimes*

A. Contractor acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statues, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Contractor will advise the Owner immediately if it becomes aware of any violation of this statute.

10.24 *E-Verify*

A. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:

1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all Subcontractors (providing services or receiving funding under the Contract Documents) to register with and use the E-Verify system to verify the work authorization status of all the Subcontractors' newly hired employees;

2. Secure an affidavit from all Subcontractors (providing services or receiving funding under this Agreement) stating that the Subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

3. Maintain copies of all Subcontractor affidavits for the duration of the Contract Documents and provide the same to the Owner upon request;

4. Comply fully, and ensure all of its Subcontractors comply fully, with Section 448.095, Florida Statutes;

5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of the Contract Documents; and,

6. Be aware that if the Owner terminates the Contract Documents under Section 448.095(2)(c), Florida Statutes, the Contractor may not be awarded a contract for at least 1 year after the date on which the Contract Documents are terminated and will be liable for any additional costs incurred by the Owner as a result of the termination of the Contract Documents.

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

10.26 *Waiver of jury trial.* TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THE CONTRACT DOCUMENTS.

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

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

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

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

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

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE TO FOLLOW

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

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

VILLAGE:

By: _____

Title: Mayor

Attest: _____

Title: Village Clerk

Approved as to Form: _____

Title: Village Attorney

Address for giving notices:

226 Cypress Lane

Palm Springs FL, 33461

CONTRACTOR:

By: _____

Kendetta Boone

Title: Senior Vice President

(Seal)

Attest: _____

Amanda J. Denton

Title: Notary Public

AMANDA J. DENTON
MY COMMISSION # HH 599307
EXPIRES: January 25, 2029

Address for giving notices:

1326 S. Killian Drive

Lake Park, FL 33403

License No.: CGC 1528648
(where applicable)

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:

Addendum No.	Addendum, Date
1	03/21/2025

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 e execution of the Contract.

ARTICLE 5 – BASIS OF BID

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

LUMP SUM BID

Lump Sum Bid Price	$ 1,311.200^00
Lump Sum Contingency Allowance	$100,000.00

Total of All Lump Sums $ 1,411.200^00

One million four hundred eleven thousand two hundred and 00/100 ~

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within **330** 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 **30** calendar days after the date of Substantial Completion (estimated at 300 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]

[Printed name] Kenneth Boone

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

Attest:
[Signature] Amanda J. Denton

[Printed name] Amanda J. Denton

Title: Witness

Submittal Date: 03/31/2025

Address for giving notices:

1326 S. Killian Drive

Lake Park, FL 33403

Telephone Number: 561-845-1233

Fax Number:

Contact Name and e-mail address: Kenneth Boone

bids@floridadesigncontractors.com

Bidder's License No.: CGC1528648
(where applicable)

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

ITB No. 2025B-008
RL Pratt WTP Lime Slurry System Replacement
Virtual E-Bid Submittal Deadline - 03-31-2025 at 2:00 p.m.

Staff Present: Sylvia Ward, Procurement Manager
Kim Wynn, Village Clerk
Andy Klausner - Project Manager
Scott Simon, Andre Sanatan - Project Cooridnator

Meeting Start: 2:30pm

Meeting End: 2:34pm

Name	Email	Address	Lump Sum
RF Environmental Services, Inc	thad@rfeswater.com	4840 NE 11th Ave , Fort Lauderdale, Florida 33334	$ 1,766,000.00
Florida Design Contractors	bids@floridadesigncontractors.com	1326 S Killian Drive , Lake Park, Florida 33403	$ 1,411,200.00
Lawrence Lee Construction Services, Inc	gs@lawrenceleeconstruction.com	800 SE Lincoln Ave , Stuart, Florida 34994	$ 1,564,000.00
JCA Surety Group	n/a	123 Zelma Street Suite A, Orlando, Florida 32803	Incomplete
Revere Control Systems, LLC	n/a	4245 S. Pipkin Rd. , Lakeland, Florida 33811	Incomplete

April 3rd, 2025
087408.000

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-008
Task Order #339
RL Pratt WTP Lime Slurry System Replacement

The Village of Palm Springs received, opened and read aloud bids for the RL Pratt Water Treatment Plant Lime Slurry System Replacement project on Monday March 31st, 2025, at 2:30 P.M. Three (3) complete bids were received ranging in price from $1,411,200.00 to $1,766,000.00. 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 bidders were 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 $1,411,200.00. We find this recommended amount to be approximately, 4% less than the Engineer's final opinion of probable construction cost of $1,469,000.00.

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.

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,

Stephanie Bortz, E.I.

Encl.

V:\Projects\ANY\K7\087408.000\13_Bid\Bid_Evaluation\400-094.01 Recommendation of Award.docx

BID TABULATION
RL PRATT WTP LIME SLURRY SYSTEM REPLACEMENT
VILLAGE OF PALM SPRINGS
087408.000

Bids Received: March 31st, 2025.
Bid Opening: March 31st, 2025.

Bidder	00400	00410	00430	00431	00440	00451, with Bonding Company Affidavit	00452	00453	00454	00455	00456	00457	00458	00459	Qualifications (00200, 3.01)	NDA	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	$1,411,200.00
Lawrence Lee Construction Services, Inc.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	$1,564,000.00
RF Environmental Services, Inc.	X	X	X	X	X	INC	X	X	X	X	X	X	X	X	X	X	X	X	$1,766,000.00

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 March 31st, 2025.

Stephanie Bortz, E.I.

4700 Riverside Drive, Suite 110 | Coral Springs, FL 33067 | T: (954) 510-4700 | F: (954) 755-2741
CHASOLUTIONS.COM

CONTRACT BID DOCUMENTS

RL Pratt WTP Lime Slurry System Replacement

ITB NO.: 2025B-008

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

PROJ NO: 087408.000

DATE: 02/21/2025

CONTRACT DOCUMENTS

for the construction of the

Lime Slurry System Replacement
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

February 21, 2025

CHA Project No. 087408.000
(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, FLORIDA
ITB NO. 2025B-008
R. L. PRATT WTP LIME SLURRY SYSTEM REPLACEMENT

ADVERTISEMENT FOR BIDS

The Village of Palm Springs is hereby requesting sealed bids for **R. L. PRATT WTP LIME SLURRY SYSTEM REPLACEMENT.** Sealed Bids, addressed to the Village of Palm Springs, Palm Beach County, Florida must be received electronically **ONLY** via Demandstar.com until **2:00 PM local time, March 31, 2025**. At **2:30 PM** all Bids received will be publicly opened and read via a virtual bid opening meeting. Bidding Documents may be viewed and downloaded online at https://www.demandstar.com.The Project consists of furnishing all labor, equipment, and material for the R.L. Pratt Water Treatment Plant Lime Slurry System Replacement as described by the Drawings and Specifications **which will be provided once a fully executed Non-Disclosure Agreement is completed.**

Generally, the work includes removal and installation of new lime slurry preparation and feed equipment; replacement and improvements of existing mechanical, structural, electrical facilities and components; install new control panels with plant SCADA network; site restoration and all other incidentals as indicated by the drawings and specifications or as required to properly complete the project as planned.

A virtual **non-mandatory** pre-bid conference will be held at **10:30 AM local time, Tuesday, March 4, 2025,** via Microsoft Teams. Attendance at the pre-bid conference **is not** mandatory.

Non-Mandatory Pre-Bid Conference – March 4, 2025, at 10:30AM

Participants can use their telephone or computer mic & speakers (VoIP)

- Registration: https://events.gcc.teams.microsoft.com/event/4b005ec2-f01f-4e99-b5d9-fc22f0928545@20801dc8-57d4-4c4b-b981-92be4d50e21c
    - Meeting ID: 277 299 154 551
    - Passcode: xm9TM35V

Deadline for Non-Disclosure Agreement to release the Drawings and Specifications due

Tuesday, March 18, 2025, at 4:00PM

Bid Opening – Monday, March 31, 2025, at 2:30PM

Participants can use their telephone or computer mic & speakers (VoIP)

- Registration: https://events.gcc.teams.microsoft.com/event/004b9c4d-a386-477f-820b-7ddfe0057177@20801dc8-57d4-4c4b-b981-92be4d50e21c
    - Meeting ID: 256 123 454 077
    - Passcode: jo9eq3E8

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 March 18, 2025 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: **February 24, 2025**
Publication: **Sun Sentinel, DemandStar**

+ + END OF ADVERTISEMENT FOR BIDS + +

INSTRUCTIONS TO BIDDERS

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ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office* – The office from which the Bidding Documents are to be issued.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit with its Bid (a) written evidence establishing its qualifications such as financial data, previous experience, present commitments, and other such information as may be called for in Section 00451, and (b) the following additional information:

A. Evidence of Bidder's authority to do business in the State of Florida.

B. State of Florida contractor license number.

C. Subcontractor and Supplier qualification information [coordinate with provisions of Article 12 of these Instructions, "Subcontractors, Suppliers, and Others."]

D. Provide a minimum of five (5) similar projects which have been completed within the past ten (10) years per Section 00451 - Bidder Qualifications Questionnaire, Article 11, including project description, final project cost, owner's name, address, and phone number. A similar project shall be defined as utility structure improvement of similar size and complexity.

E. Current Certificate of Insurance per the requirements of Section 00520 - Agreement, Article 10.10.

3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 *Site and Other Areas*

A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 *Existing Site Conditions*

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify:

a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site, if any.

b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any.

2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or adjacent to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

A. On request, the Owner will provide the Bidder access to the Site visit during normal working hours. Bidder shall not disturb any ongoing operations at the Site.

B. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations,

investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.

C. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

D. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

E. Bidder shall not disturb any ongoing operations at the Site.

ARTICLE 5 – BIDDER'S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;

B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;

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

E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;

F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;

I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and

J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – PRE-BID CONFERENCE

6.01 A pre-Bid conference will be held at the time and location stated in the invitation or advertisement to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Owner will transmit to all prospective Bidders of record such Addenda as Owner and Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Owner in writing to the email address stated in the invitation or advertisement to bid. Interpretations or clarifications considered necessary by Owner or Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 8 – BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.

8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.

8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of

the Contract or 121 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

9.01 The number of days within which, or the dates by which, the Work is to be substantially completed, and completed and ready for final payment, are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those "or-equal" or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an "or-equal" or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids. Each such request shall comply with the requirements of Paragraphs 7.04 and 7.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.

12.03 Unless otherwise required to be submitted with the Bid, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers for which such identification is required.

Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or

other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 13 – PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents.

A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."

13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.

13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership's address for receiving notices shall be shown.

13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm's address for receiving notices shall be shown.

13.05 A Bid by an individual shall show the Bidder's name and address for receiving notices.

13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture's address for receiving notices shall be shown.

13.07 All names shall be printed in ink below the signatures.

13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

13.10 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and

qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID

14.01 *Lump Sum*

A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

14.02 *Unit Price*

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.

B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.03 *Allowances*

A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

ARTICLE 15 – SUBMITTAL OF BID

15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.

15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid. Bids shall be submitted via Demandstar.com online system.

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 Affidavit of Compliance with Anti-Human Trafficking Laws
Section 00459 E-Verify Form
Current Certificate of Insurance
Confidentiality and Non-Disclosure Agreement

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: _____

Bid Number: _____

Bidders Name: _____

The following items must be submitted in the following order with your bid:

1. __ Completed Section 00400 - Bid Submission Checklist
2. __ Completed Section 00410 - Bid Form
3. __ Completed Section 00430 - Bid Bond, complete with Power of Attorney
4. __ Completed Section 00431 - Tabulation of Subcontractor and Suppliers
5. __ Completed Section 00440 - Florida Trench Safety Act Certification
6. __ Completed Section 00451 - Qualifications Statement
    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. __ Completed Section 00458 Human Trafficking Affidavit
14. __ Completed Section 00459 E-Verify Form
15. __ Completed Confidentiality and Non-Disclosure Agreement
16. __ Provide requested bidder qualification information per Section 00200 - Instructions to Bidders, Articles 3.01, 3.02, 3.03, and 3.04.
17. __ Current Insurance Certificate showing that bidder can meet the insurance requirements per Section 10.11 of the Contract Agreement, Section 6.03 of the General Conditions.
18. __ Signed copy of all Addenda.

Submit one (1) original and two (2) copies of all documents listed above. Original shall be clearly marked “Original”.

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 (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:

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 e execution of the Contract.

ARTICLE 5 – BASIS OF BID

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

LUMP SUM BID

Lump Sum Bid Price	$
Lump Sum Contingency Allowance	$100,000.00

Total of All Lump Sums $ _____

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within **330** 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 **30** calendar days after the date of Substantial Completion (estimated at 300 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.: _____ **[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 *RL Pratt WTP Lime Slurry System Replacement, Village of 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: _____	By: _____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
Title	Title

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

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

SECTION 00431
TABULATION OF SUBCONTRACTORS AND SUPPLIERS

The Undersigned states that the following is a full and complete list of the proposed subcontractors and suppliers on this Project and the class of work to be performed by each and that such list will not be added to nor altered without written consent to the Owner through the Engineer.

	SUBCONTRACTOR OR SUPPLIER AND ADDRESS	**CLASS OF WORK OR MATERIAL**
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		

BIDDER:_____

By:_____

Name:_____

Title:_____

Date:_____

SECTION 00440
FLORIDA TRENCH SAFETY ACT CERTIFICATION

The Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the most current version of the Florida Trench Safety Act (90-96, Laws of Florida). The Bidder further identifies the costs to be summarized below:

	Cost
1. Trench Safety Act Compliance	$ _____
2. Special Shoring	$ _____

Identify method of compliance for Item #1: _____

_____

Identify or attach a copy of Special Shoring Requirements for Item #2: _____

_____

The undersigned certifies that he/she is the Contractor who will perform the trench excavation for this project and hereby gives written assurance that Contractor will comply with the applicable trench safety standards specifically set forth in Florida's Trench Safety Act (90-96, Laws of Florida).

BIDDER: _____

By: _____

Name: _____

Title: _____

Sworn to and subscribed before me this_____day of_____, 20___.

_____
Notary Public

My Commission Expires: _____

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: Village Clerks Office

3. SUBMITTED FOR: _____

Owner: Village of Palm Springs

Project Name: _____

_____

_____

_____

TYPE OF WORK: _____

_____

_____

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person: _____

Title: _____

Phone: _____

Email: _____

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5. AFFILIATED COMPANIES:

Name: _____

Address: _____

_____

_____

6. TYPE OF ORGANIZATION:

☐ SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

☐ PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

_____

_____

☐ CORPORATION

State of Organization: _____

Date of Organization: _____

Executive Officers:

- President: _____

- Vice President(s): _____

_____

_____

- Treasurer: _____

- Secretary: _____

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☐ LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

_____

_____

_____

☐ JOINT VENTURE

Sate of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

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7. LICENSING

Jurisdiction: _____

Type of License: _____

License Number: _____

Jurisdiction: _____

Type of License: _____

License Number: _____

8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other (_____): _____

9. BONDING INFORMATION

Bonding Company: _____

Address: _____

_____

Bonding Agent: _____

Address: _____

_____

_____

Contact Name: _____

Phone: _____

Aggregate Bonding Capacity: _____

Available Bonding Capacity as of date of this submittal: _____

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NOTE:** AN **AFFIDAVIT** WILL BE REQUIRED AT BID TIME FROM THE BONDING COMPANY (MIN. RATING A-) CERTIFYING THE ABOVE INDICATED BONDING CAPACITIES. ONCE AWARD OF CONTRACT IS ISSUED, THE CONTRACTOR MUST PROVIDE THE ***VILLAGE WITH A **PERFORMANCE AND PAYMENT BOND** FOR 100 PERCENT (100%) OF THE CONTRACT PRICE IN ACCORDANCE WITH SECTION 255.05, FLORIDA STATUTES. SAID BOND MUST BE **RECORDED** IN THE OFFICIAL RECORDS IN AND FOR PALM BEACH COUNTY AND A CERTIFIED COPY OF THE RECORDED BOND MUST BE PROVIDED TO THE VILLAGE PRIOR TO THE CONTRACTOR PROVIDING ANY SERVICES UNDER THE CONTRACT.

10. FINANCIAL INFORMATION

Financial Institution: _____

Address: _____

_____

Account Manager: _____

Phone: _____

THE ***VILLAGE*** RETAINS THE RIGHT TO REQUEST ADDITIONAL FINANCIAL STATEMENTS AFTER BID OPENING AND PRIOR TO CONTRACT AWARD AT ITS OWN DISCRETION.

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☐ NO

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

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

☐ YES ☐ NO

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

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

☐ YES ☐ NO

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

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer:_____

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 300 - Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

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

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

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

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

YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____

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

YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____

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

YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____

13. EQUIPMENT:

MAJOR EQUIPMENT:

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

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

NAME OF ORGANIZATION: _____

BY: _____

TITLE: _____

DATED: _____

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____, 20___

NOTARY PUBLIC - STATE OF _____

MY COMMISSION EXPIRES: _____

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Affidavit from Bonding Company certifying current bonding capacity/limits as listed in Section 9.
5. Evidence of authority for individuals listed in Section 6 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 12.
8. Additional items as pertinent.

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SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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SCHEDULE B

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

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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SCHEDULE B

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

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

ITEM	PURCHASE DATE	CONDITION	ACQUIRED VALUE

EJCDC® C-451, Qualifications Statement.
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SECTION 00452
BIDDER'S STATEMENT OF DISPUTES, LITIGATION,
ARBITRATION, AND SURETY COMPLETION
LAST THREE (3) YEARS

PROJECT	NAME AND ADDRESS OF OWNER OR ENGINEER	NAME AND PHONE OF OWNER OR ENGINEER REPRESENTATIVE	DATE OF CONTRACT	AMOUNT	STATUS

(Signed)_____

SECTION 00453

NONCOLLUSION AFFIDAVIT

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

Pursuant to bidding requirements for the work titled " RL Pratt WTP Lime Slurry System Replacement" 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 CELL PHONE NUMBER

This form is provided in connection with:

☐ Invitation to Bid (specify) _____
☐ Request for Proposal / Qualifications (specify) _____
☐ Other (specify) _____

1. List below the name(s), titles and address(es) of all **public officials and employees** of the Village having an **employment or contractual relationship with the Vendor** and describe the nature and extent of the relationship.

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

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

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

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

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

Signature	Date
Printed Name	Title

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 _____ 2025, 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

(Form B12)

AFFIDAVIT FOR EMPLOYMENT ELIGIBILITY VERIFICATION

(E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: _____

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 _____ day of _____, 20_____.

ATTEST	**VENDOR:**
By: _____	By: _____
PRINTED NAME: _____	PRINTED NAME: _____
Its: _____	Its: _____

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 _____, 2025, 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-008 RL Pratt WTP Lime Slurry System Replacement ____ Project ____ ("**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-008_ RL Pratt WTP Lime Slurry System Replacement ____ 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 _____ 2025, 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:

PART 2

CONTRACT FORMS

NOTICE OF AWARD

Date of Issuance:		Project Bid No. (ITB #):
Owner:	Village of Palm Springs	Owner's Task Order No.:
Engineer:	CHA Consulting, Inc.	Engineer's Project No.: 087408.000
Project:	R. L. Pratt WTP Lime Slurry System Replacement	
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 Lime Slurry System Replacement as described by the Drawings and Specifications. Generally, the work includes demolition of the existing system, relocation of 2 lime slurry tanks, new slurry/feeder system pumps, new control system, 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: R.L. Pratt WTP Lime Slurry System Replacement.

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 **330** 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 **30** 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 ___, inclusive).
2. Performance bond (pages 1 to ___, inclusive).
3. Payment bond (pages 1 to ___, inclusive).
4. Other bonds.
    a. ___ (pages ___ to ___, inclusive).
    b. ___ (pages ___ to ___, inclusive).
    c. ___ (pages ___ to ___, inclusive).
5. General Conditions (pages 1 to 65, inclusive).
6. Supplementary Conditions (pages 1 to 10, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings (not attached but incorporated by reference) consisting of ___ sheets with each sheet bearing the following general title: ___ **[or]** the Drawings listed on the attached sheet index.
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 Statues. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the VILLAGE may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

10.07 *Governing Law and Remedies*

A. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue for any and all disputes related to or arising from this Agreement shall be in Palm Beach County, Florida.

B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

10.08 *Office of the Inspector General*

A. Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County programs, contracts, transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all Village contracts.

10.09 *Scrutinized Companies*

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

B. The Company agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. The Company agrees that the certifications in this section shall be effective and relied upon by the Village for the term of this Agreement, including any and all renewals. The Company agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Company shall immediately notify the Village of the same. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

10.10 *Public Records*

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

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

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

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

4. Upon completion of this Contract, transfer, at no cost, to the Village all public records in possession of the Contractor or keep and maintain public records required by the Village to perform the service. If the Contractor transfers all public records to the Village upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records

disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records or designee, in a format that is compatible with the information technology systems of the Village.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-584-8200 ext. 8430, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

10.11 *Insurance*

A. The limits of liability for insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less that the following amounts or greater where required by Law and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

a.	State	Statutory
b.	Applicable Federal	Statutory
c.	Employer Liability:	
	Bodily injury, each accident	$1,000,000
	Bodily injury by disease, each employee	$500,000
	Bodily injury/disease aggregate	$1,000,000
d.	Foreign voluntary worker compensation	Statutory

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

a.	General Aggregate	$2,000,000
b.	Products – Completed Operations Aggregate	$2,000,000
c.	Personal and Advertising Injury	$1,000,000
d.	Each Occurrence/Per Claim (Bodily Injury and Property Damage)	$1,000,000

3. Automobile Liability under paragraph 6.03.D of the General Conditions:

a.	Bodily Injury:	
	Each Person	$500,000
	Each Accident	$1,000,000
b.	Property Damage:	
	Each Incident	$1,000,000

4. Umbrella of Excess Liability under paragraph 6.03.E of the General Conditions:

a. Excess or Umbrella Liability

1) General Aggregate $5,000,000
2) Each Occurrence/Per Claim $1,000,000

5. Contractor's Pollution Liability under paragraph 6.03.F of the General Conditions:

   a. Contractor's Pollution Liability
      1) General Aggregate $2,000,000
      2) Each Occurrence/Per Claim $1,000,000

6. Additional Insureds include the respective officers, partners, directors, employees, agents, consultants, and subconsultants of the following firms and municipal government(s):

   a. Village of Palm Springs

10.12 *Public Construction Bond*

A. If the contract amount exceeds $200,000 in total construction cost, the CONTRACTOR must provide the VILLAGE with a public construction bond in accordance with section 255.05, Florida Statutes. Said bond must be recorded in the Official Records in and for Palm Beach County and the **original** recorded bond must be provided to the VILLAGE prior to the CONTRACTOR providing any services under the contract. The VILLAGE reserves the right to request a bond for any work which is less than $200,000. The cost of the bond shall be a direct pass-through cost to the VILLAGE without any mark-up by the CONTRACTOR.

B. The public construction bond shall be on forms attached hereto as **Forms C-610 and C-615 "Performance" and "Payment" Bonds** or substantially similar as approved by the VILLAGE. The bond shall be in an amount not less than the total contract price and shall incorporate by reference the terms of the Contract Documents in their entirety.

C. To be acceptable to the VILLAGE, a Surety Company shall comply with the following provisions:

   a. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.

   b. The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

   c. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.

   d. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the contract is approved.

   e. The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.

   f. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:

      1) Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to do business in this state have been met.

2) In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

10.13 *Audit by Village*

A. The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Services for at least three (3) years after completion of the Contract. The CONTRACTOR shall permit the VILLAGE, or any authorized representatives of the VILLAGE, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

10.14 *Copies of Data/Documents*

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

10.15 *Ownership*

A. Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the VILLAGE.

10.16 *Limitations of Liability*

A. Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

10.17 *Enforcement Costs*

A. All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

10.18 *Copyrights and/or Patent Rights*

A. CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the Village harmless from any and all liability, loss, or expense occasioned by any such violation.

10.19 *Protection of Property*

A. The CONTRACTOR shall at all times guard against damage or loss to the property of the VILLAGE or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The VILLAGE may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and

equipment while on site. The VILLAGE will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

10.20 *Damage to Persons or Property*

A. The responsibility for all damage to person or property arising out of or on account of Scope of Work done under this Contract shall rest upon the CONTRACTOR.

10.21 *Discrimination*

A. The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONTRACTOR shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

10.22 *Construction Defects*

A. PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

10.23 *Public Entity Crimes*

A. Contractor acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statues, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Contractor will advise the Village immediately if it becomes aware of any violation of this statute.

10.24 *Scrutinized Companies*

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

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

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

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

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

F. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

10.25 *E-Verify*

A. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:

1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all Subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the Subcontractors' newly hired employees;

2. Secure an affidavit from all Subcontractors (providing services or receiving funding under this Agreement) stating that the Subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

3. Maintain copies of all Subcontractor affidavits for the duration of this Agreement and provide the same to the Owner upon request;

4. Comply fully, and ensure all of its Subcontractors comply fully, with Section 448.095, Florida Statutes;

5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,

6. Be aware that if the Owner terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Contractor may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Village as a result of the termination of the Agreement.

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:	Address for giving notices:
226 Cypress Lane	
Palm Springs FL, 33461	

License No.: _____
(where applicable)

NOTICE TO PROCEED

Owner:	Village of Palm Springs	Owner's Task Order No.:	
Contractor:		Project Bid No. (ITB #):	
Engineer:	CHA Consulting, Inc.	Engineer's Project No.:	087408.000
Project:	R. L. Pratt Water Treatment Plant Lime Slurry System		
Effective Date of Contract:			

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____, 20___.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the date of Substantial Completion is _____, and the date of readiness for final payment is _____.

Before starting any Work at the Site, Contractor must comply with the following:
[Note any access limitations, security procedures, or other restrictions]

Owner**:**

Authorized Signature

By:

Title:

Date Issued:

Copy:

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**
_____ *(seal)*	_____ *(seal)*
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	**By:** _____
Signature	Signature *(attach power of attorney)*
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	**Attest:** _____
Signature	Signature
_____	_____
Title	Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

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10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

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PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER

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**
_____ *(seal)*	_____ *(seal)*
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	**By:** _____
Signature	Signature *(attach power of attorney)*
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	**Attest:** _____
Signature	Signature
_____	_____
Title	Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond shall arise after the following:

   5.1 Claimants who do not have a direct contract with the Contractor,

      5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

      5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).

   5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

   7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

   7.2 Pay or arrange for payment of any undisputed amounts.

   7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

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12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. **Definitions**

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default**: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

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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

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

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has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Engineer*—The individual or entity named as such in the Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

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24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.

26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.

32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.

33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.

35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

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37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.

42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

46. *Unit Price Work*—Work to be paid for on the basis of unit prices.

47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

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48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*:

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*:

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

E. *Furnish, Install, Perform, Provide*:

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

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3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

C. *Evidence of Owner’s Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

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3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.

B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or

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computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

A. Standards Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*:

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,

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error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

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3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

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2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. abnormal weather conditions;

3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and

4. acts of war or terrorism.

D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

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G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*:

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part

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by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

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5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or

2. is of such a nature as to require a change in the Drawings or Specifications; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

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c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or

b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice as required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;

c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after

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becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

C. *Engineer's Review*: Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;

    b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

    c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and

    d. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

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5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

2. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

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F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.

H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

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ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.

B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

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maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.

H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.

I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.

J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.

2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).

3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

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4. Foreign voluntary worker compensation (if applicable).

B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:

1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.

2. claims for damages insured by reasonably available personal injury liability coverage.

3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage:

a. Such insurance shall be maintained for three years after final payment.

b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.

3. Broad form property damage coverage.

4. Severability of interest.

5. Underground, explosion, and collapse coverage.

6. Personal injury coverage.

7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.

8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.

F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

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of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:

1. include at least the specific coverages provided in this Article.

2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.

3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.

4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.

5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

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6.04 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."

2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

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5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).

6. extend to cover damage or loss to insured property while in transit.

7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

8. allow for the waiver of the insurer's subrogation rights, as set forth below.

9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.

10. not include a co-insurance clause.

11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.

12. include performance/hot testing and start-up.

13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

B. *Notice of Cancellation or Change*: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.

C. *Deductibles*: The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.

F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

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6.06 *Waiver of Rights*

A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.

D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the

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policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and

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guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *"Or Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) it has a proven record of performance and availability of responsive service; and

4) it is not objectionable to Owner.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

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D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

a. shall certify that the proposed substitute item will:

1) perform adequately the functions and achieve the results called for by the general design,

2) be similar in substance to that specified, and

3) be suited to the same use as that specified.

b. will state:

1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,

2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

1) all variations of the proposed substitute item from that specified, and

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2) available engineering, sales, maintenance, repair, and replacement services.

d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.

B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

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E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.

F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.

J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.

K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.

L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

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O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

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7.09 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

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2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or

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exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements*:

1. Before submitting a Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings*:

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to

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provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples*:

   a. Contractor shall submit the number of Samples required in the Specifications.

   b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Other Submittals*: Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review*:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.

5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

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8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures*:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal;

6. the issuance of a notice of acceptability by Engineer;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by Owner.

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D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.

B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop

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Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

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8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. an itemization of the specific matters to be covered by such authority and responsibility; and

3. the extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.

C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

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D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

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9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during

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or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.

B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.

C. Engineer's authority as to Change Orders is set forth in Article 11.

D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

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B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

1. *Change Orders*:

a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.

b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

2. *Work Change Directives*: A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

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adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on

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the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.

B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

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the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures*: Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

2. *Engineer's Action*: Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

3. *Binding Decision*: Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

B. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

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B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*:

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim

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submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable

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thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

    c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

    d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

    e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

    f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes

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other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*: When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

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B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.

E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

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ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. 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

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cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

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B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will

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include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*:

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

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a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

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e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*:

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*:

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. the Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. the Contract Price has been reduced by Change Orders;

i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;

j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

l. there are other items entitling Owner to a set off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount

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remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

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E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.

2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

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inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents;

   b. consent of the surety, if any, to final payment;

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

   d. a list of all disputes that Contractor believes are unsettled; and

   e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance*:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due*: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

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including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such other adjacent areas;

2. correct such defective Work;

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

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E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses,

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and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (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

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expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this Article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and

2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this Article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

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18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC-1.01 Defined Terms

SC-1.01. Add to the list of definitions in Paragraph 1.01.A by inserting the following as numbered items in their proper alphabetical positions:

SURETY – The person, firm, or corporation which is bound by the contract bonds with and for Contractor (Principal); and which is held and firmly bound unto Owner for the conditions of obligations set forth in said bonds.

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.01 Delivery of Bonds and Evidence of Insurance

SC-2.01 Delete Paragraphs 2.01 B. in their entirety and insert the following in their place:

B. Evidence of Contractor's Insurance: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies of insurance (including all endorsements, and identification of applicable self-insured retentions and deductibles) required to be provided by Contractor in Article 6. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

SC-2.01 Delete Paragraphs 2.01 C. in its entirety.

SC-2.03 Before Starting Construction

SC-2.03 Amend the second sentence of Paragraph 2.03.A to read as follows:

At the Preconstruction Conference (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review

ARTICLE 4 – PRELIMINARY MATTERS

SC-4.01 Commencement of Contract Times; Notice to Proceed

SC-4.01 Amend the third sentence of Paragraph 4.01 A. to read as follows:

A. In no event will the Contract Times commence to run later than the one hundred eightieth day after the day of Bid opening or the ninetieth day after the Effective Date of the Contract, whichever date is earlier.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.01 Availability of Lands

SC-5.01 Add the following to the end of paragraph 5.01.C:

Contractor shall obtain said land rights at his own expense and without liability to the Owner. Contractor shall not enter upon private property without first obtaining written permission from the rightful property owner.

SC-5.03 Subsurface and Physical Conditions

[NOTE TO USER: If a geotechnical report was used, use the following version of SC-5.03:]

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.B:

C. In the preparation of Drawings and Specifications, Engineer or Engineer's Consultants relied upon the following reports of explorations and tests of subsurface conditions at the Site:

1. Report dated MONTH DAY, YEAR, prepared by _____, entitled: "REPORT NAME", consisting of __ pages.

E. Copies of these reports and drawings itemized in SC 5.03.C that are not included with the Bidding Documents may be examined at the Engineer's office during regular business hours. These reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Contractor may rely as identified and established above are incorporated therein by reference. Contractor is not entitled to rely upon other information and data utilized by Engineer and Engineer's Consultants in the preparation of Drawings and Specifications.

[NOTE TO USER: If a geotechnical report was NOT used, use the following version of SC-5.03:]

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.

	Application Period:	Application Date:
To (Owner): Village of Palm Springs	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)

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Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):	Application Number:
Application Period:	Application Date:

			Work Completed		E	F		G
A		B	C	D				
Specification Section No.	Description	Scheduled Value ($)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
	Totals							

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Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):								Application Number:			
Application Period:								Application Date:			
A					B	C	D	E	F		G
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item ($)						
	Totals										

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Stored Material Summary

Contractor's Application

For (Contract):								Application Number:			
Application Period:								Application Date:			
A		B	C		D		E		F		G
Bid Item No.	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Storage Location	Description of Materials or Equipment Stored	Stored Previously		Amount Stored this Month ($)	Subtotal Amount Completed and Stored to Date (D + E)	Incorporated in Work		Materials Remaining in Storage ($) (D + E - F)
					Date Placed into Storage (Month/Year)	Amount ($)			Date (Month/ Year)	Amount ($)	
				Totals							

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CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: Village of Palm Springs	Owner's Task Order No.:
Contractor:	Project Bid No. (ITB #):
Engineer: CHA CONSULTING, Inc.	Engineer's Project No.: 087408.000
Project: RL Pratt WTP Lime Slurry System Replacement	

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: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____

Title: _____

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.: 087408.000

Project: R. L. Pratt WTP Lime Slurry System Replacement

The Contract is modified as follows upon execution of this Change Order:

Description:

Attachments:

CHANGE IN CONTRACT PRICE	**CHANGE IN CONTRACT TIMES** *[note changes in Milestones if applicable]*
Original Contract Price: $_____	Original Contract Times: ____ Days / ____ 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: _____
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.: 087408.000

Project: R.L. Pratt WTP Lime Slurry System Replacement

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
Contractor:
Engineer: CHA Consulting, Inc.
Project: R. L. Pratt WTP Lime Slurry System Replacement Plant

Owner's Task Order No.:
Project Bid No. (ITB #):
Engineer's Project No.: 087408.000

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: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

Village of Palm Springs

Executive Brief

AGENDA DATE: May 8, 2025

DEPARTMENT: Utilities

ITEM #6: **Approve Work Authorization #1- HE-U17 – Adcock Lane Septic to Sewer**- Task Order No. 375 - Utilities Department - Holtz Consulting Engineers, Inc.

SUMMARY: The designated Area 4 in the Villages Septic to Sewer Master Plan is a residential community located along Adcock Lane. This transition from septic to sewer infrastructure aims to enhance environmental sustainability, improve water quality, and modernize wastewater management for residents. A key advantage of this initiative is the presence of an existing gravity sewer main within the right of way of Lake Worth Road, which provides an optimal connection point for the proposed gravity sewer system, ensuring efficient integration and long-term reliability.

The Village Council is requested to approve Work Authorization #1 - HE-U17 at a cost not to exceed $44,975.00 to support all required professional engineering services and related tasks associated with Adcock Lane Septic to Sewer (TO No. 375) by Holtz Consulting Engineers, Inc., the Village's contracted engineering firm. This project will be funded through the Utilities Department FY 2025 Budget Funded - Water & Sewer Enterprise Fund.

Note: The Village issued a Request for Qualifications (RFQ) for Professional Engineering Services (RFQ #2024R-001 - Utility Engineering Services Continuing Contracts) in accordance with the Consultants Competitive Negotiation Act (CCNA) - Section 287.55, Florida Statutes.

The Village has worked with the proposed vendor previously and 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. Work Authorization #1 HE-U17 - Holtz Consulting Engineers, Inc. - Adcock Lane Septic to Sewer
2. Adcock Lane Septic to Sewer Master Plan - Area 4

VILLAGE OF PALM SPRINGS

CONSULTING SERVICE WORK AUTHORIZATION

DATE: 4/17/2025 VILLAGE RFQ. NO.: 2024R-001_

WORK AUTHORIZATION NO. HE-U17 FOR CONSULTING SERVICES

TASK ORDER (PROJECT) No. 375 G/L CODE: 41336-56300

HOLTZ CONSULTING ENGINEERS, INC. PROJECT NO.: 112 2502

PROJECT TITLE: Adcock Lane Septic to Sewer

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

I. PROJECT DESCRIPTION

The project will include engineering services for the geotechnical exploration, engineering design, and permitting services required to construct approximately 600 linear feet of 8" gravity sewer main from the northern dead-end limits of Adcock lane south to the northern right-of-way limits of Lake Worth Rd.

II. SCOPE OF SERVICES

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

TASK 1 – GEOTECHNICAL INVESTIGATION

Under this task, CONSULTANT shall perform subsurface explorations and geotechnical studies, performed by Nutting Engineers of Florida, Inc., to obtain subsurface soil information necessary for the proper design of the gravity sewer main and for potential bidders' use in determining installation methods. The work includes one (1) Standard Penetration Test (SPT) to a depth of 20 feet in the vicinity of the proposed gravity main route. The borings will be performed in general accordance with procedures recommended in the American Society for Testing and Materials (ASTM) D-1586, using a truck-mounted drilling rig. A geotechnical report with a site plan showing the location of the boring, logs of the exploratory borings, results from SPT samples, identification of organics, and anticipated groundwater levels will be made available to potential bidders for informational purposes only.

TASK 2: DESIGN SERVICES

HCE staff will review general site conditions and available record information provided by the Village to understand the extent of the existing wastewater infrastructure in the area. HCE and the Village will determine which properties within the project area do not currently have wastewater service and whether they are residential, commercial, or industrial land use types. Preliminary review and discussion with the Village indicates the project area includes up to approx. seven (7) residential connections. No commercial connections are anticipated. The Village and HCE will also evaluate the Village's existing gravity sewer system at the immediate tie-in point of the proposed Adcock Lane Gravity Sewer connection. The proposed inverts of the receiving manholes will be verified visually to ensure that there is adequate depth for the connection of the Village's proposed sewer at the required slopes. No topographic nor gravity sewer related professional land surveying services are included herein. As such, visual and manual measurements shall be made of the existing gravity sewer system to provide general depth data for inclusion in the design plans.

HCE shall develop construction documents including technical specifications and drawings depicting the work. The standard Village bidding and contract documents will be utilized by HCE in preparing the documents. It is anticipated that approximately eight (8) drawings will be developed as follows:

General
G-1 Cover
G-2 Legend, Abbreviations and Construction Notes
G-3 Key Sheet

Civil
C-1 Gravity Sewer Plan & Profile View 1
C-2 Gravity Sewer Plan & Profile View 2

Details
D-1 Civil/Pipe Details 1
D-2 Civil/Pipe Details 2
D-3 Civil/Pipe Details 3

HCE shall prepare and submit 90% and final design documents for Village review. Final bidding documents and technical specifications will be updated and submitted based on the Village's comments on each submittal. HCE will meet with the Village to review comments as necessary.

HCE will develop an estimated construction cost for the project to accompany the final documents. Estimated costs shall consider bidding at an unknown future date and shall consider additional contingency to account for no subsurface / survey exploration performed during design.

Engineering plans will be prepared on a 1" =20' scale on 24" X 36" sheets (1" = 40' on 11" x 17" sheets) depicting the gravity sewer improvements. The gravity sewer improvements will be shown in plan and profile view. Conflicts with existing utilities (where anticipated/estimated) shall be addressed on the plan sheets with conflict box callouts showing the proposed pipes and existing utilities identifying separation distances and elevations. Village Standard Specifications and Details will be incorporated and utilized in the engineering plans and specifications.

TASK 2: PERMITTING SERVICES

HCE shall prepare and submit the following permit applications for construction of the gravity sewer improvements:

- Florida Department of Environmental Protection (FDEP) Notification/Application for Constructing a Domestic Wastewater Collection/Transmissions System.

HCE will coordinate with the permitting agency during the review process on a regular basis in an effort to keep the project on schedule and respond to their review comments. HCE will respond to requests for information (RFIs) from the agency.

III. DELIVERABLES

Task 1 – Geotechnical Investigation – Deliverables:

1. One PDF copy of signed and sealed geotechnical report.

Task 2 – Engineering Design Services – Deliverables:

1. One PDF copy of the 90% plans and specifications and a 90% cost estimate.

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

Task 3 – Permitting Services – Deliverables:

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

2. One PDF copy of each submitted permit application package.

3. One PDF copy of each permit received.

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

IV. SCHEDULE

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

Table 1
Schedule*

Activity	Time to Complete (Calendar Days)	Cumulative Time to Complete (Calendar Days)
Task 1. Geotechnical Investigation	60 Days	60 Days
Task 2. Engineering Design Services	120 Days from Completion of Task 2	120 Days
Task 3. Permitting Services	Applications Submitted with 90% Plans	150 Days

* 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 7 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. Schedule assumes permits will be issued within 70 days from submission.

V. COMPENSATION AND PAYMENT

The CONSULTANT will perform the tasks as outlined in the scope of services for a Lump Sum Fee of $44,975.00 in accordance with our approved billing rates with an estimate of costs by task provided in Table 2 and further detailed in Attachment A.

Table 2
Budget Summary

Description	Total
1. Geotechnical Investigation	$6,685
2. Engineering Design Services	$33,080
3. Permitting Services	$4,910
3b. Permit Fees Allowance*	$300
TOTAL	**$44,975**

*Permit Fee Allowance shall be billed against on an as-needed basis for actual expenses incurred in processing permit applications. Unused allowance shall remain unbilled.

VI. ASSUMPTIONS

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

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

3. CONSULTANT will use its best knowledge and efforts in good faith to prepare an Engineer's Opinion of Probable Construction Costs (EOPCC) based on the PBCWUD pipeline Continuing Construction Contract, but CONSULTANT has no control over or responsibility for the cost of materials or labor for the Construction Contractor, of market conditions, or of the Construction Contractor's means, methods, sequences, scheduling, and techniques of construction, and thus cannot be responsible for any deviations and differences, however significant, of the contractor's bids from the CONSULTANT's EOPCC. It is noted that proposed design is not expected to be bid in the immediate future. As such, contingency for unknown market conditions shall be included.

4. The CONSULTANT shall not be responsible for the Contractor's schedule nor failures to carry out the Work in accordance with the Contract Documents. The CONSULTANT shall not have control over or charge of the acts or omissions of the Contractor or its subcontractors, suppliers, agents, employees, or any other persons performing portions of the work.

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

6. FDEP - Florida Department of Health – Palm Beach County Permit fees are estimated as follows:

   a. Permit Application Fee: $250

   It is noted that FDEP may require performance of a professional survey prior to issuing a permit. No permit closeout is included herein as construction shall occur at a yet-to-be-determined date.

7. No Florida Department of Transportation permitting is included herein. Necessary permitting shall be obtained by Village/Contractor/Engineer at a later date pending future construction.

8. No gravity sewer capacity analysis is included in this scope. Village and/or others shall verify existing gravity sewer and associated lift stations have sufficient capacity to support septic-to-sewer conversions included herein (est. approx. seven (7) residential users).

9. Design shall assume gravity sewer shall be constructed within existing asphalt pavement. Proposed gravity sewer shall be pictorially proposed w/in asphalt pavement limits on aerial image. No survey nor preparation of sketch and legal descriptions, nor easement acquisition is included within this proposal. It is assumed the Village will obtain easements for the proposed gravity sewer improvements at a later date.

10. No survey nor underground utility locating services are included in this proposal. Design plans and specifications shall include requirements for Contractor to perform professional land surveying and for survey data to be provided to the Engineer of Record for confirming final elevations and locations prior to beginning construction. No future survey review services are included herein.

VII. AGREEMENT REFERENCE

The work authorized under this Work Authorization shall be performed under the terms and conditions described within the Professional Services Agreement dated September 13, 2018, by and between the Village of Palm Springs ("VILLAGE") and HOLTZ CONSULTING ENGINEERS, INC ("CONSULTANT"). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

HOLTZ CONSULTING ENGINEERS, INC.

By:

Print Name: Stephen Fowler, P.E., CGC

Title: Vice President

VILLAGE OF PALM SPRINGS

By: _____

Date: _____

Village Attorney's Office

Approved as to form and

legality By: ____

(Required if over $25,000)

Attachment A - Budget Summary
Village of Palm Springs
Adcock Lane Gravity Sewer

Task	Item	Principal	Senior Project Manager	Project Engineer (PE)	Senior Designer	Construction Manager	Administrative Assistant	Subconsultant / Expense	Item Cost	Task Cost
	Rate	$220	$195	$160	$140	$170	$85	--		
Task	**Item**	Hours						Fees		
1. Geotechnical Investigation	Standard Penetration Tests/Soil Borings	1	2	2			2	$5,585.00	$6,685.00	$6,685.00
2. Engineering Design Services	Site Visits (2 Visits @ 4 hours each)		4	8					$2,060.00	$33,080.00
	90% Drawings	6	8	22	32		2		$11,050.00	
	90% Cost Estimate	2	8	14	2				$4,520.00	
	90% Technical Specifications		6	16					$3,730.00	
	100% Drawings	2	6	12	18		1		$6,135.00	
	100% Cost Estimate	2	4	6	2				$2,460.00	
	100% Technical Specifications		4	8					$2,060.00	
	Progress Review Meetings and Review Comments (3 total)		3	3					$1,065.00	
3. Permitting Services	PBC Health Department Permitting	2	8	12	2				$4,200.00	$4,910.00
	Agency Coordination and RAI Response (Assume 2)		2	2					$710.00	
3b. Permit Fees	Permit Fees Allowance							$300.00	$300.00	$300.00
		15	55	105	56	0	5	Subconsultant $5,585.00 HCE $39,090.00	**Total Engineering Fee**	**$44,975.00**

only location is a privately held 2-acre tract along West Lake Drive. If an easement could not be acquired, a LPSS configuration will be available.

- Sub Area 3D
  This area lies south of LWDD Canal L-9, consisting of Wagner Circle and West Lake Drive. This area will require a proposed lift station for the gravity sewer option and a force main extension that would connect to a Village existing 18-inch in Florida Mango Road. The proposed lift station and force main (for the gravity sewer or LPSS option) will require an easement from the Wellesley at Lake Clarke Shores development.

- Area 4 (Refer to Figure 6)
  The area consists of a single street (Adcock Lane) of residential homes. Adcock Lane is a private roadway that will require utility easements for installation and maintenance. The Village has an existing gravity sewer main within the right of way of Lake Worth Road that either a proposed gravity sewer main (require a doghouse manhole to be installed on existing gravity sewer main) could be connected to, or a LPSS force main could be routed to an existing manhole just east of Adcock Lane. The projected flows form this area are so low that the Village's existing Pump Station, PS-48, would not require an upgrade.

Permitting

This project will entail the submittal and approval of several permitting agencies. Those permits anticipated are as follows.

Permitting Agencies	Permits
Palm Beach County Health Department	Notification / Application for Constructing a Domestic Wastewater Collection/Transmission System
Florida Department of Environmental Protection	Environmental Resource Permit
South Florida Water Management District	Dewatering General Use Permit
Lake Worth Drainage District	Right of Way Permit
Florida Department of Transportation	Utility Right of Way Permit
Palm Beach County Engineering/Roadway	Utility Right of Way Permit
Village of Palm Springs	Public Works Right of Way Permit/Approval
Town of Lake Clarke Shores	Public Works Right of Way Permit/Approval

Geotechnical Findings

This report did not include any geotechnical analysis, that should be performed during the during phase, especially for the gravity sewer option. This analysis will assist in determining if any unsuitable material could be encountered within the project areas and will define the groundwater depths and soil types that be encountered. A typical trench width that could occur in the project areas is attached as Exhibit 10. This detail will give the Village an idea of the top trench width. Note that for gravity sewer installations, the contractor will make use of a trench box, shown on the detail, to help hold up the excavated trench side walls. Contractors have various types of trench box styles and sizes, but what is shown is typical.

Kimley»Horn

Dewatering

To maintain the excavations and install the gravity sewers at the proposed depths and slopes, dewatering of the area around the construction zone is imperative to achieve a dry trench condition. Piping installed in wet trenches often cannot be properly bedded or cannot be placed at the proper slope, both of which result in long term maintenance challenges. In South Florida, with the groundwater table being high, dewatering will be required throughout the project duration for gravity sewer installation. The dewatering operation is typically a 16-to-24-hour seven day per week operation to maintain groundwater levels for construction purposes. The Village residents will need to be aware that dewatering operations will result in noise impacts and considerable inconveniences in the handling of the dewatering waters due to the temporary piping that is required for the discharge of the dewatering waters.

Handling of the dewatering waters can sometimes slow the construction progress and prolong the construction timeframe. The anticipated slower than normal construction operations is also impacted by the inability to discharge the dewatering waters timely, in a nearby area and efficiently. Typical discharge locations are drainage systems, swale system that could act as a filtration/buffering system prior to discharge or canals.

The regulatory agencies, South Florida Water Management District (SFWMD) and the Florida Department of Environmental Protection (FDEP) do have special exceptions that could be considered if the activity or discharge is “clearly in the public interest”. The abandonment of on-site septic systems and installation of a municipal type of wastewater system could fall into the category of being clearly in the public interest.

The above means and methods stated are predicated upon the regulatory agencies issuing a permit for the work. We believe what is outlined above is permittable and advise further discussions with them and ultimately making an application early in the process to confirm viability prior to bidding.

One final note on this topic, is the consideration on the impact of dewatering on any private irrigation wells that may exist within the project areas or that are adjacent to the project areas to ensure the irrigation wells are not impacted by the dewatering operations. Typically, once the irrigation wells are identified, they are setup for periodic testing during construction to ensure the quality of the well water is not unacceptably impacted by the dewatering operations.

No.	REVISIONS	DATE	BY

Kimley»Horn

© 2010 KIMLEY-HORN AND ASSOCIATES, INC.
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PHONE: 561-845-0665 FAX: 561-863-8175
WWW.KIMLEY-HORN.COM REGISTRY NO. 696

KHA PROJECT	140593008
DATE	JUNE 2022
SCALE	AS SHOWN
DESIGNED BY	TCJ
DRAWN BY	MS
CHECKED BY	TCJ

VILLAGE OF PALM SPRINGS SEPTIC TO SEWER ANALYSIS

PREPARED FOR

VILLAGE OF PALM SPRINGS

PALM SPRINGS FLORIDA

AREA 4

FIGURE 6

Plotted By:Muchnechetere, Mark Sheet Set:VPS Septic to Sewer Layout:UNSERVICED PROJECT AREA 4 August 08, 2022 10:00:20am K:\WPB_Civil\140593008-VPS Septic to Sewer Analysis\CADD\PlanSheets\FIGURE 2 UNSERVICED AREA.dwg

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Area 3 - Gravity Sewer
Septic to Sewer Assessment Report
Figure 9.1 - Gravity Sewer Construction Cost Estimate

	ITEM	QUANTITY	UNIT	COST/UNIT		TOTAL COST
7.	Road Restoration					
	a. Asphalt Removal/Disposal	8000	SY	4	$	32,000.00
	b. 12" Compact Subgrade	9400	SY	9.5	$	89,300.00
	c. 8" Base	8700	SY	24	$	208,800.00
	d. 1-1/2" Type SP 12.5 (2-Lifts)	8200	SY	22.5	$	184,500.00
	e. Pavement Markings	1	JOB	LS	$	5,000.00
					$	**519,600.00**
8.	Misc. Restoration					
	a. Sod (Floratam)	5800	SY	9.5	$	55,100.00
	b. Asphalt Driveway	200	SY	75	$	15,000.00
	c. Concrete Driveway	400	SY	120	$	48,000.00
	d. Paver Driveway	200	SY	100	$	20,000.00
					$	**138,100.00**
9.	Misc. (General Condition)					
	a. Dewatering	1	JOB	LS	$	75,000.00
	b. MOB/Demob/Bonds/Ins	1	JOB	LS	$	115,000.00
	c. MOT	1	JOB	LS	$	20,000.00
	d. NPDES/SWPP Measures	1	JOB	LS	$	7,500.00
					$	**217,500.00**
				Subtotal (Area 3B)	**$**	**1,657,300.00**
III.	**Area 3C**					
1.	Gravity Sewer					
	a. 0-6 ft cut	1400	LF	65	$	91,000.00
	b. 6-8 ft cut	950	LF	85	$	80,750.00
	c. 8-10 ft cut	1600	LF	110	$	176,000.00
	d. 10-12 ft cut	1250	LF	130	$	162,500.00
	e. 12-14 ft cut	550	LF	140	$	77,000.00
					$	**587,250.00**
2.	4 ft Diameter Manholes					
	a. 0-6 ft cut	10	EA	5800	$	58,000.00
	b. 6-8 ft cut	6	EA	6500	$	39,000.00
	c. 8-10 ft cut	4	EA	7500	$	30,000.00
	d. 10-12 ft cut	2	EA	8500	$	17,000.00
	e. 12-14 ft cut	3	EA	9500	$	28,500.00
					$	**172,500.00**
3.	Service Laterals					
	a. Single Service	92	EA	1850	$	170,200.00
					$	**170,200.00**
4.	New Lift Stations					
	a. W. Lake Dr.	1	JOB	LS	$	350,000.00
					$	**350,000.00**
5.	PVC Force Main					
	a. 4" PVC	1100	LF	36	$	39,600.00
					$	**39,600.00**
6.	Connection To Existing FM	1	EA	3500	$	3,500.00
					$	**3,500.00**
7.	Road Restoration					
	a. Asphalt Removal/Disposal	16750	SY	4	$	67,000.00
	b. 12" Compact Subgrade	19500	SY	9.5	$	185,250.00
	c. 8" Base	18250	SY	24	$	438,000.00
	d. 1-1/2" Type SP 12.5 (2-Lifts)	16750	SY	22.5	$	376,875.00
	e. Pavement Markings	1	JOB	LS	$	10,000.00
					$	**1,077,125.00**
8.	Misc. Restoration					
	a. Sod (Floratam)	11000	SY	9.5	$	104,500.00
	b. Asphalt Driveway	200	SY	75	$	15,000.00
	c. Concrete Driveway	1200	SY	120	$	144,000.00
	d. Paver Driveway	400	SY	10	$	4,000.00
					$	**267,500.00**
9.	Misc. (General Condition)					
	a. Dewatering	1	JOB	JOB	$	150,000.00
	b. MOB/Demob/Bonds/Ins	1	JOB	JOB	$	215,000.00
	c. MOT	1	JOB	JOB	$	40,000.00
	d. NPDES/SWPP Measures	1	JOB	JOB	$	10,000.00
					$	**415,000.00**
				Subtotal (Area 3C)	**$**	**3,082,675.00**
IV.	**Area 3D**					
1.	Gravity Sewer					
	a. 0-6 ft cut	350	LF	65	$	22,750.00
	b. 6-8 ft cut	100	LF	85	$	8,500.00
	c. 8-10 ft cut	400	LF	110	$	44,000.00
	d. 10-12 ft cut	300	LF	130	$	39,000.00
	e. 12-14 ft cut	600	LF	140	$	84,000.00

Area 3 - Gravity Sewer

Septic to Sewer Assessment Report

Figure 9.1 - Gravity Sewer Construction Cost Estimate

	ITEM	QUANTITY	UNIT	COST/UNIT	TOTAL COST
					$ 198,250.00
2.	4 ft Diameter Manholes				
	a. 0-6 ft cut	2	EA	5800	$ 11,600.00
	b. 8-10 ft cut	1	EA	6500	$ 6,500.00
	c. 10-12 ft cut	2	EA	7500	$ 15,000.00
	d. 12-14 ft cut	1	EA	8500	$ 8,500.00
					$ 41,600.00
3.	Service Laterals				
	a. Single Service	35	EA	1850	$ 64,750.00
					$ 64,750.00
4.	New Lift Stations (1)				
	a. Waterway Dr.	1	JOB	LS	$ 350,000.00
					$ 350,000.00
5.	PVC Force Main				
	a. 4" PVC	1200	LF	36	$ 43,200.00
					$ 43,200.00
6.	Connection To Existing FM	1	JOB	LS	$ 3,500.00
					$ 3,500.00
7.	Road Restoration				
	a. Asphalt Removal/Disposal	5750	SY	4	$ 23,000.00
	b. 12" Compact Subgrade	6700	SY	9.5	$ 63,650.00
	c. 8" Base	6250	SY	24	$ 150,000.00
	d. 1-1/2" Type SP 12.5 (2-Lifts)	5750	SY	22.5	$ 129,375.00
	e. Pavement Markings	1	JOB	LS	$ 2,500.00
					$ 368,525.00
8.	Misc. Restoration				
	a. Sod (Floratam)	4500	SY	9.5	$ 42,750.00
	b. Asphalt Driveway	200	SY	75	$ 15,000.00
	c. Concrete Driveway	300	SY	120	$ 36,000.00
	d. Paver Driveway	250	SY	100	$ 25,000.00
					$ 118,750.00
9.	Misc. (General Condition)				
	a. Dewatering	1	JOB	LS	$ 50,000.00
	b. MOB/Demob/Bonds/Ins	1	JOB	LS	$ 95,000.00
	c. MOT	1	JOB	LS	$ 15,000.00
	d. NPDES/SWPP Measures	1	JOB	LS	$ 7,500.00
					$ 167,500.00
				Subtotal (Area 3D)	**$ 1,356,075.00**
				Total (All Items)	$ 9,557,200.00
				Engineering (20%)	$ 1,911,440.00
				Contingency (20%)	$ 1,911,440.00
				Grand Total*	**$ 13,380,080.00**

* Excludes homeowners' cost of, permit collection fee ($750), septic tank abandonment ($ 1500), lateral from house to sewer (Front Location $3,000)/Mid Point Location $3,750)/Rear Location $4,750), and restoration ($1500).

(1) Excludes FPL Power improvements/connections and any required easements

Village of Palm Springs

Executive Brief

AGENDA DATE: May 8, 2025

DEPARTMENT: Utilities

ITEM #7: Approve Work Authorization #1- HE-U16 - WW1-1 Transmission System Improvements Canal L-9 Kirk Road to Ida Way - Task Order No. 380 - Utilities Department - Holtz Consulting Engineers, Inc.

SUMMARY: This proposed project is intended to improve existing transmission system capacity by upsizing force main pipes which currently experience surplus velocity and head losses, and in some cases present an opportunity to also replace obsolete materials. This project totals approximately 4,250 ft of 12-inch force main, inclusive of the following general areas: L-9 Canal from Ida Way Pump Station (PS-16) to Kirk Road.

The Village Council is requested to approve Work Authorization #1 - HE-U16 at a cost not to exceed **$424,555.00** to support all required professional engineering services and related tasks associated with WW1-1 Transmission System Improvements Canal L-9 Kirk Road to Ida Way (TO No. 380) by Holtz Consulting Engineers, Inc., the Village's contracted engineering firm.

Note: The Village issued a Request for Qualifications (RFQ) for Professional Engineering Services (RFQ #2024R-001 - Utility Engineering Services Continuing Contracts) in accordance with the Consultants Competitive Negotiation Act (CCNA) - Section 287.55, Florida Statutes.

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

FISCAL IMPACT:

The Work Authorization with Holtz Consulting Engineers, Inc., for the WW1-1 Transmission System Improvements Canal L-9 Kirk Road to Ida Way (TO No.380) will be funded from account No. 41336-56300 at a cost not to exceed $424,555.00.

The FY2025 approved budget for this project is $305,000.00 and therefore an internal budget transfer to support this proposed cost above the budgeted amount may be completed within the Water and Sewer Enterprise Fund at a later date.

ATTACHMENTS:

1. Work Authorization - HE-U16 - Holtz Consulting Engineers, Inc., - WW-1-1 FM Capacity Improvements
2. Master Plan - WW-1-1 Transmission Line Capacity Improvements

VILLAGE OF PALM SPRINGS

CONSULTING SERVICE WORK AUTHORIZATION

DATE: 4/14/2025 VILLAGE RFQ. NO.: 2024R-001

WORK AUTHORIZATION NO. HE-U16 FOR CONSULTING SERVICES

TASK ORDER (PROJECT) No. 380 G/L CODE: 41336-56300

HOLTZ CONSULTING ENGINEERS, INC. PROJECT NO.: 112 2501

PROJECT TITLE: WW1-1 Transmission System Improvements Canal L-9 to Ida Way

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

I. PROJECT DESCRIPTION

The project will include engineering services for the survey, design, permitting, bidding, and engineering construction services required to construct approximately 4,250 linear feet of 12" force main along the Lake Worth Drainage District (LWDD) L-9 Canal from Ida Way east to Kirk Road.

II. SCOPE OF SERVICES

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

TASK 1 – SUBSURFACE UTILITY LOCATING

Subtask 1.1 Sunshine One Call and Underground Utility Locates

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

utility markings will be captured by the surveyor under Task 2 and depicted on the survey and design drawings.

Subtask 1.2 Soft and Hard Digs

CONSULTANT will provide services to conduct excavations for up to five (5) hard digs and ten (10) soft digs, provided by Underdog Utility Detection LLC, to obtain depth, diameter, and material of existing utilities along the proposed pipeline route, to confirm the location of the force main connection points and identify and locate potential utility conflicts.

TASK 2 – SURVEYING SERVICES

Under this task, CONSULTANT shall obtain a topographic survey, provided by Dennis J. Leavy & Associates, Inc., of the proposed force main route (approximately 4,250 linear feet) along the LWDD L-9 Canal, depicting the horizontal location and vertical location of facilities and surface features. The limits of the survey will be from the toe of the L-9 Canal bank to the northern limit of LWDD right-of-way / Village of Palm Springs easement, extending between Ida Way and Kirk Road. The following will also be included as part of the survey efforts for this project:

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

- Location of visible fixed improvements within the proposed force main route, depicting the horizontal location and vertical location of facilities such as structures, vaults, piping, control panels, fences, power poles, buildings, outfalls, etc. Elevations shall be obtained at 50-foot stations to indicate existing grades. Intermediate grades shall be indicated at all significant grade breaks.

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

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

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

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

- No canal cross sections shall be developed. Topographic data collected shall include top of bank, toe of slope / channel bottom, existing canal right-of-way, and easements.

TASK 3 – GEOTECHNICAL INVESTIGATION

Under this task, CONSULTANT shall perform subsurface explorations and geotechnical studies, performed by Nutting Engineers of Florida, Inc., to obtain subsurface soil information necessary for the proper design of the force main and for potential bidders' use in determining installation methods. The work includes five (5) Standard Penetration Tests (SPT) to a depth of 50 feet in the vicinity of the proposed force main route. The borings will be performed in general accordance with procedures recommended in the American Society for Testing and Materials (ASTM) D-1586, using a truck-mounted drilling rig. A geotechnical report with a site plan showing the locations of the borings, logs of the exploratory borings, results from SPT samples, identification of organics, and anticipated groundwater levels will be made available to potential bidders for informational purposes only.

TASK 4 – ENGINEERING DESIGN SERVICES

Under this task, CONSULTANT shall prepare detailed drawings and specifications for the design of new force main piping, valves, connection to existing force mains, roadway crossings, site work, and restoration for the proposed project suitable for permitting, public advertisement/bidding, and construction of the work. The design will consist of approximately 15-20 design drawing sheets. The drawings will include Village of Palm Springs standard details and will be supplemented with the CONSULTANT's standard details as required.

CONSULTANT shall conduct pre-submittal meetings with LWDD prior to submitting 90% design plans. CONSULTANT shall attend a review meeting with the Village following the submission of 60%, 90%, and final design plans and ensure all comments are incorporated in subsequent designs. This task also includes attendance at three (3) review meetings. CONSULTANT will provide cost estimates with the 90-percent and final design submittals based on publicly available cost data for similar project work.

This drawing package is anticipated to have approximately 15-20 engineering plan sheets. The drawings will generally include:

- Cover Sheet
- Sheet Index
- Location Map Sheet
- Legend Sheet
- General Notes Sheet
- Eight (8) Force Main Plan & Profile Sheets at 1" = 20' scale
- Three (3) Plan Sheets detailing tie-in specifics
- Up to four (4) standard detail sheets

The technical specifications will follow the 16-Division CSI Master Format. The front-end contract documents provided by the VILLAGE will be incorporated into the Contract Documents by the CONSULTANT.

TASK 5 – PERMITTING SERVICES

Subtask 5.1 Permit Application Packages

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

- Lake Worth Drainage District (LWDD) Rights-of-Way Permit
  - Survey / Utility Locate ROW Access Permit
  - Construction Permit
    - Construction of proposed FM as a parallel installation within LWDD ROW shall require LWDD Board review and approval. CONSULTANT shall provide responses to LWDD Operating Policy Manual Section 2.2.12.A.1.6.3 Item Nos. A through g. It is noted that permit approval is not guaranteed.
- Palm Beach County Health Department (PBCHD)
- Florida Department of Transportation

Subtask 5.2 Agency Coordination and RAI Response

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

TASK 6 – PROCUREMENT SERVICES

Under this task, CONSULTANT will perform the following activities:

- Prepare bid advertisement and provide bid documents to bidders.
- Conduct a pre-bid meeting and issue meeting minutes to all plan holders.
- Respond to questions bidders may have concerning the bid documents.
- Issue addenda as necessary to clarify the bid documents.
- Attend bid opening and prepare bid tabulation form.
- Evaluate bids and prepare recommendation of award to the lowest responsive, responsible bidder.
- Prepare Final Contract Documents
- Prepare Contractor's Notice of Award.

- Prepare and review executed contract documents.

- Prepare Contractor's Notice to Proceed.

TASK 7 – SERVICES DURING CONSTRUCTION

Subtask 7.1 General Construction Services

Under this task, CONSULTANT will perform the following activities:

- Administer the VILLAGE'S Construction Contract with the Contractor in accordance with the General Conditions of the Construction Contract. We assume a 12-month total construction contract period with 8 months of active construction.

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

- Review and comment on submittals and shop drawings submitted by the Contractor (Assume 10 submittals).

- Provide the Contractor with clarifications concerning questions about the Contract Documents and respond to RFI's (Assume 6 RFI's).

- Review and make the recommendations necessary for the approval or rejection (with comments) of the Contractor's monthly payment applications (Assumes 12 pay applications).

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

- Provide technical information to support the Village.

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

- General inspection services (Assume 20 hours per week) to review construction progress and compliance with design, contract documents, and permit requirements during installation of the proposed replacement force main (Est. 6 months).

- General inspection services (Assume 20 hours per week) to review construction progress and compliance with design, contract documents, and permit requirements during removal and legal disposal of the asbestos cement force main (Est. 2 months).

- Review and provide recommendation for Change Orders (Assume 4 at 4 hours each).

- Review Record Drawings submitted with each Pay Request and at completion of the project. Assume record drawing submittals with 3 pay requests and a final record drawing submittal (for a total of 4 submittals).

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

- Substantial Completion inspection and development of a punch list of deficiencies required to be addressed prior to final payment.
- Final project walkthrough to confirm completion of all punchlist items and prepare final documentation for Contract close-out.

Subtask 7.2 General Inspections During Construction

Under this task, CONSULTANT shall make general site inspections of the work such as buried piping and valving, pipe restraining, line stops / tie-ins, sitework, etc. This task includes periodic visits to the site to evaluate the Contractor's compliance with Contract Documents to monitor progress. It is assumed that CONSULTANT will provide a part-time inspector for an average of 20 hours per week during the 6-months of active pipeline construction and an average of 10 hours per week during the 2-months of asbestos cement pipe removal/restoration and as needed based on the construction activities during that week. Each periodic site visit is anticipated to be between 3-4 hours each. CONSULTANT will verify that the work has progressed to the substantial completion point in accordance with the Contract Documents. The CONSULTANT will prepare a punch list of items remaining to be completed which will be attached to the Certificate of Substantial Completion.

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

III. DELIVERABLES

Task 1 – Subsurface Utility Locating – Deliverables:

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

Task 2 – Surveying Services – Deliverables:

1. PDF copy of Topographic Survey.

Task 3 – Geotechnical Investigation – Deliverables:

1. One PDF copy of signed and sealed geotechnical report.

Task 4 – Engineering Design Services – Deliverables:

1. One PDF copy of the 60% plans and specifications and 60% cost estimate.

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

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

Task 5 – Permitting Services – Deliverables:

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

2. One PDF copy of each submitted permit application package.

3. One PDF copy of each permit received.

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

Task 6 – Procurement Services – Deliverables:

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

2. One PDF copy of Notice to Proceed.

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

Task 7 – Services During Construction – Deliverables:

1. One PDF copy of all Contractor Submittals.

2. One PDF copy of Contractor Pay Requests with recommendation for payment.

3. One PDF copy of all meeting minutes.

4. One PDF copy of the Substantial Completion Punchlist.

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

6. Permit Close-out Documents.

7. Change Order review and recommendations.

IV. SCHEDULE

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

Table 1
Schedule*

Activity	Time to Complete (Calendar Days)	Cumulative Time to Complete (Calendar Days)
Task 1. Subsurface Utility Locating	45 Days	45 Days
Task 2. Surveying Services	100 Days	145 Days
Task 3. Geotechnical Investigation	30 Days	145 Days
Task 4. Engineering Design Services	120 Days from Completion of Task 2	265 Days
Task 5. Permitting Services	Applications Submitted with 90% Plans	210 Days
Task 6. Procurement Services	75 Days	340 Days
Task 7. Services During Construction	14 Months	760 Days

* 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 7 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. Schedule assumes permits will be issued within 75 days from submission.

V. COMPENSATION AND PAYMENTn

The CONSULTANT will perform the tasks as outlined in the scope of services for a Lump Sum Fee of $424,555.00 in accordance with our approved billing rates with an estimate of costs by task provided in Table 2 and further detailed in Attachment A.

Table 2
Budget Summary

Description	Total
1. Subsurface Utility Locating	$18,180
2. Surveying Services	$28,370
3. Geotechnical Investigation	$11,195
4. Engineering Design Services	$79,805
5. Permitting Services	$29,110
5b. Permit Fees Allowance*	$100,000
6. Procurement Services	$6,875
7. Services During Construction	$151,020
TOTAL	**$424,555**

*Permit Fee Allowance shall be billed against on an as-needed basis for actual expenses incurred in processing permit applications. Unused allowance shall remain unbilled.

VI. ASSUMPTIONS

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

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

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

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

5. Unless otherwise specifically required by this contract or through purchase orders, the CONSULTANT shall not have any responsibility for the discovery, presence, handling,

removal or disposal, or exposure of persons to any hazardous or toxic substance of any form at the project site during construction.

6. Lake Worth Drainage District Permit fees are estimated as follows:

   a. Force Main Permit Application Fee: $2.00 per LF of parallel construction = $8,500
   b. One-time Right-of-Way Usage/Occupancy Fee: $20.00 per LF of parallel construction = $85,000
   c. Temporary Construction Access = $670 each

7. Florida Department of Health – Palm Beach County Permit fees are estimated as follows:

   a. Permit Application Fee: $250
   b. Permit Clearance Fee: $50

8. Florida Department of Transportation Permit fees are estimated as follows:

   a. $0 per Palm Beach Operations Center

9. No hydraulic modeling is included in this scope. Village staff shall confirm sizing for replacement force main.

VII. AGREEMENT REFERENCE

The work authorized under this Work Authorization shall be performed under the terms and conditions described within the Professional Services Agreement dated September 13, 2018, by and between the Village of Palm Springs ("VILLAGE") and HOLTZ CONSULTING ENGINEERS, INC ("CONSULTANT"). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

HOLTZ CONSULTING ENGINEERS, INC.

By:

Print Name: Stephen Fowler, P.E., CGC

Title: Vice President

VILLAGE OF PALM SPRINGS

By: _____

Date: _____

Village Attorney's Office

Approved as to form and

legality By: ____

(Required if over $25,000)

Attachment A - Budget Summary
Village of Palm Springs
LWDD Canal L-9 Force Main Replacement

Task	Item	Principal	Senior Project Manager	Project Engineer (PE)	Senior Designer	Construction Manager	Administrative Assistant	Subconsultant / Expense	Item Cost	Task Cost
	Rate	$220	$195	$160	$140	$170	$85	--		
		Hours						Fees		
1. Subsurface Utility Locating	GPR Utility Locates & Sunshine One Call		1	6			1	$5,600.00	$6,840.00	$18,180.00
	Soft and Hard Digs		1	6			1	$10,100.00	$11,340.00	
2. Topographic Survey	Surveying Services	1	2	8	4		2	$25,750.00	$28,370.00	$28,370.00
3. Geotechnical Investigation	Standard Penetration Tests/Soil Borings	1	2	4			2	$9,775.00	$11,195.00	$11,195.00
4. Engineering Design Services	Prepare Agenda, Attend Kickoff Meeting, Prepare Minutes	2	2	6					$1,790.00	$79,805.00
	Site Visits (2 Visits @ 4 hours each)		4	8					$2,060.00	
	60% Drawings	8	32	50	60		4		$24,740.00	
	60% Cost Estimate	3	16	24	2				$7,900.00	
	60% Technical Specifications		8	16					$4,120.00	
	90% Drawings	6	16	38	40		2		$16,290.00	
	90% Cost Estimate	2	8	14	2				$4,520.00	
	90% Technical Specifications		6	12					$3,090.00	
	100% Drawings	2	10	20	20		2		$8,560.00	
	100% Cost Estimate	1	4	8	2				$2,560.00	
	100% Technical Specifications		2	8					$1,670.00	
	Progress Review Meetings and Review Comments (3 total		3	12					$2,505.00	
5. Permitting Services	Lake Worth Drainage District Permitting		20	40	4				$10,860.00	$29,110.00
	Agency Coordination and RAI Response (Assume 2)		8	24					$5,400.00	
	PBC Health Department Permitting		8	8	2				$3,120.00	
	Agency Coordination and RAI Response (Assume 2)		2	2					$710.00	
	Florida Department of Transportation Permitting		6	8	2				$2,730.00	
	Agency Coordination and RAI Response (Assume 1)		4	8					$2,060.00	
	Permit Extension/Renewal (Assume 4 at 2 hours each)			8					$1,280.00	
	Permit Closeout		2	16					$2,950.00	
5b. Permit Fees	Permit Fees Allowance							$100,000.00	$100,000.00	$100,000.00
6. Procurement Services	Prepare/Conduct Pre-Bid Meeting and Minutes		3	3					$1,065.00	$6,875.00
	Issue Addenda		2	8	4				$2,230.00	
	Prepare Final Contract Documents	1		4			2		$1,030.00	
	Attend Bid Opening and Prepare Bid Tab		2	4					$1,030.00	
	Evaluate Bids and Make Recommendation of Award	1	1	3			1		$980.00	
	Assist with NOA, Contract Execution, and NTP	1		2					$540.00	
7. Services During Construction	Preconstruction Meeting with Agenda and Minutes	1	2	6		2			$1,910.00	$151,020.00
	Review of Contractor Submittals (Assume 10)		4	30					$5,580.00	
	Review Contractor Pay Requests (Assume 12)		6	12		6			$4,110.00	
	Review of Record Drawings (Assume 4)	1	2	4		8			$2,610.00	
	Respond to RFIs (Assume 6 at 2 hours each)		4	12		6			$3,720.00	
	Review and Prepare Change Orders (Assume 4 at 3 hours each)	1	2	12		4	2		$3,380.00	
	Monthly Progress Meetings with Agendas and Minutes (Assume 7)		12	12		12			$6,300.00	
	Engineering Site Visits (22 weeks at average of 3 hours per week)	2	22	66					$15,290.00	
	General Inspections (Assume 6 months active pipeline construction and average of 20 hours per week)					520			$88,400.00	
	General Inspections (Assume 2 months active ACP Removal / Restoration and average of 10 hours per week)					90			$15,300.00	
	Substantial Completion Walkthrough Inspection		3			3			$1,095.00	
	Final Walkthrough and Punchlist Completion		3			3			$1,095.00	
	Contract Closeout	1	2	8		2			$2,230.00	
		35	237	540	142	656	19	Subconsultant $51,225.00 HCE $273,330.00		

Total Engineering Fee **$424,555.00**

4 RECOMMENDED TRANSMISSION MAIN SYSTEM IMPROVEMENTS

4.1 GENERAL

This Section outlines the recommended improvements to improve the wastewater main components of the Village's wastewater distribution system. The improvement recommendations are based upon the evaluation information from Section 3 of this report.

4.2 TRANSMISSION MAIN SYSTEM IMPROVEMENT RECOMMENDATIONS

The wastewater transmission system improvement recommendations are categorized into three groups. These improvement recommendations contain several areas that may or may not be connected or associated in terms of wastewater flow direction or geographic location. It should be noted that the most critical of all recommended improvements are inclusive in the System Capacity Improvement Recommendations. The priority of the remaining improvements are subject to the Village's preferences including magnitude of need and/or budgeting schedule.

4.3.1 System Capacity Improvement Recommendations

The following recommendations are most critical in order to maintain integrity of the Village's wastewater transmission main system. These recommendations, shown in Table 4-1, focus on the improvement of wastewater transmission main system capacity, however some incorporate a simultaneous upgrade to pipe materials. Table 4-1 indicates the general location, original pipe size/material and the recommended pipe size/material based on the results of the improvement model. Figure 4-1 at the end of the section illustrates the geographic location of these improvements.

Recommended System Capacity Improvements:

1. 4,250 foot main along the L-9 Canal from the Ida Way PS (PS-16) to Kirk Road. The existing model maximum velocity and head loss were 6.4 ft/s and 21.5 ft/k-ft, respectively. Upsizing from 8-inch CAP to 12-inch DIP/PVC demonstrated velocity and head loss maximums of 2 ft/s and 1.5 ft/k-ft, respectively. This wastewater transmission main is the backbone of the transmission system and should be highly considered as an improvement.

2. 700 foot wastewater transmission main spanning from the Target PS (PS-17) to Forest Hill Blvd. Implementation of an upsize from 4-inch CIP to 8-inch DIP/PVC showed improvements in maximum velocity from 8.6 ft/s to 2.2 ft/s. Similarly, head losses were reduced from a max of 83 ft/k-ft down to 3 ft/k-ft.

3. 830 foot wastewater transmission main along Donald Road, from Dale Road to the L-9 Canal. Replacement of 6-inch DIP by an 8-inch DIP/PVC showed model improvements in velocity as well as head loss. Maximum velocity was lowered from 6.2 ft/s to 3.5 ft/s while max head losses also seen a drop from 28 ft/k-ft to 7 ft/k-ft.

4. 120 foot wastewater transmission main spanning from the Palm Beach Town Homes PS (PS-19) to Forest Hill Blvd. Upsizing this 4-inch CIP to a 6-inch DIP/PVC main

MASTER PLAN WORKSHEET

Project Number (Code - Sequence):	**WW-1-1**
Project Name	**Transmission System Capacity Improvement**

Program Description

This proposed project is intended to improve existing transmission system capacity by upsizing force main pipes which currently experience surplus velocity and head losses, and in some cases present an opportunity to also replace obsolete materials. This project totals approximately 4,250 ft of 12-inch force main, inclusive of the following general areas: L-9 Canal From Ida Way PS (PS-16) to Kirk Rd. **For more project location details, refer to map on back side of sheet. This phase pipe is cement asbestos unless otherwise noted on map.**

Cost Estimate

Construction	$	1,411,000.00
25% Contingency	$	353,000.00
Total Construction	**$**	**1,764,000.00**
15% Engineering	$	265,000.00
Administrative	$	-
Land Acquisition	$	-
Easements	$	-
Project Total	**$**	**2,382,000.00**

Project Benefits:

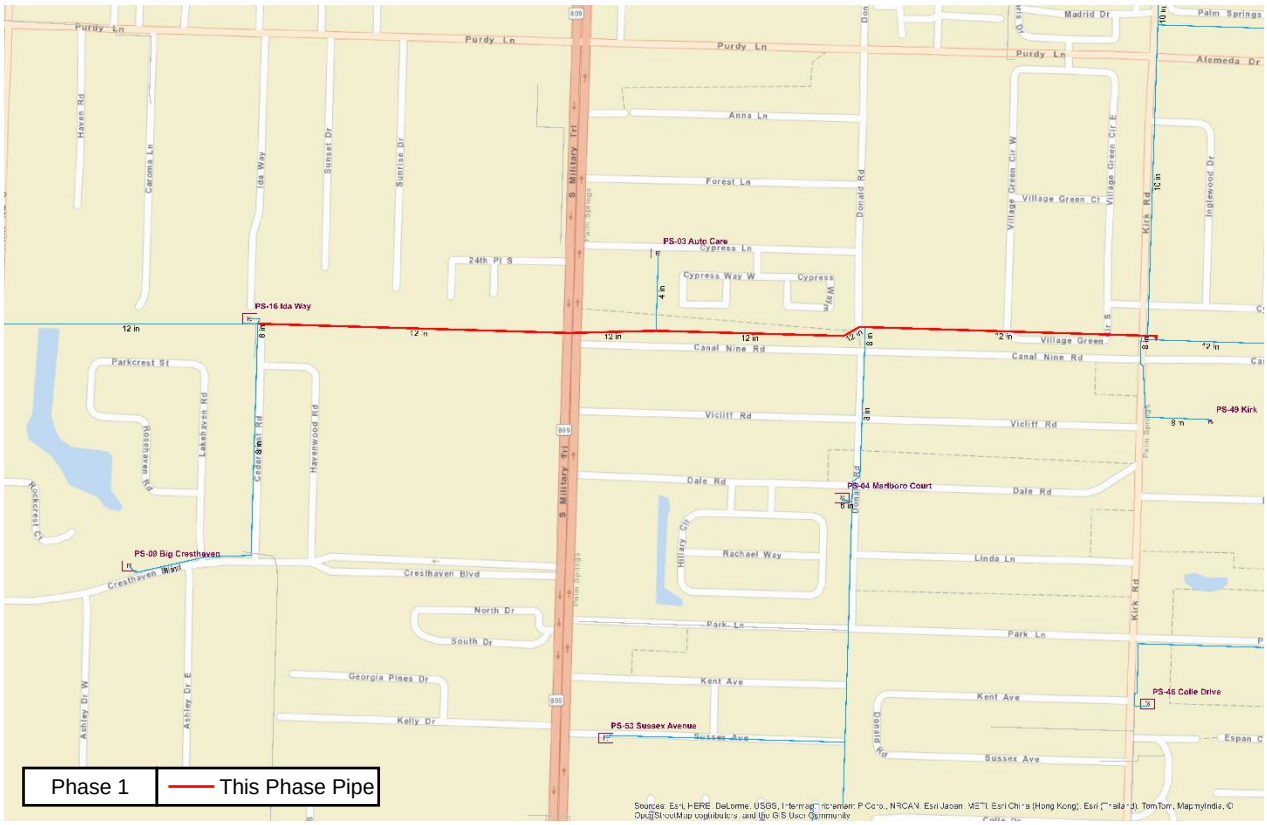
Reduction to Environmental Hazard Risks	☑
Transmission System Capacity Improvements	☑
Satisfying Regulatory Requirements	☐
System Redundancy/Backup	☐
Overall System Improvement	☑
Localized Neighborhood Improvement	☑

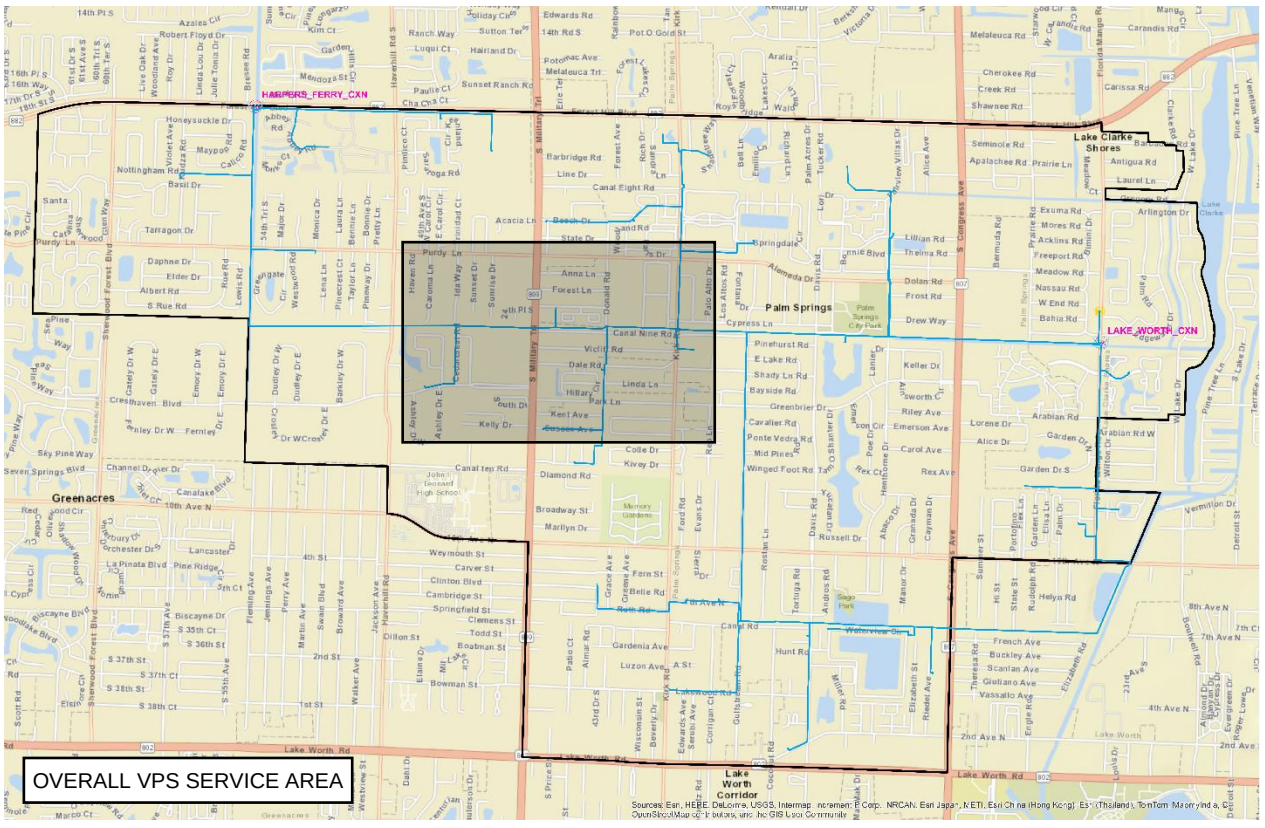
Master Plan Schedule

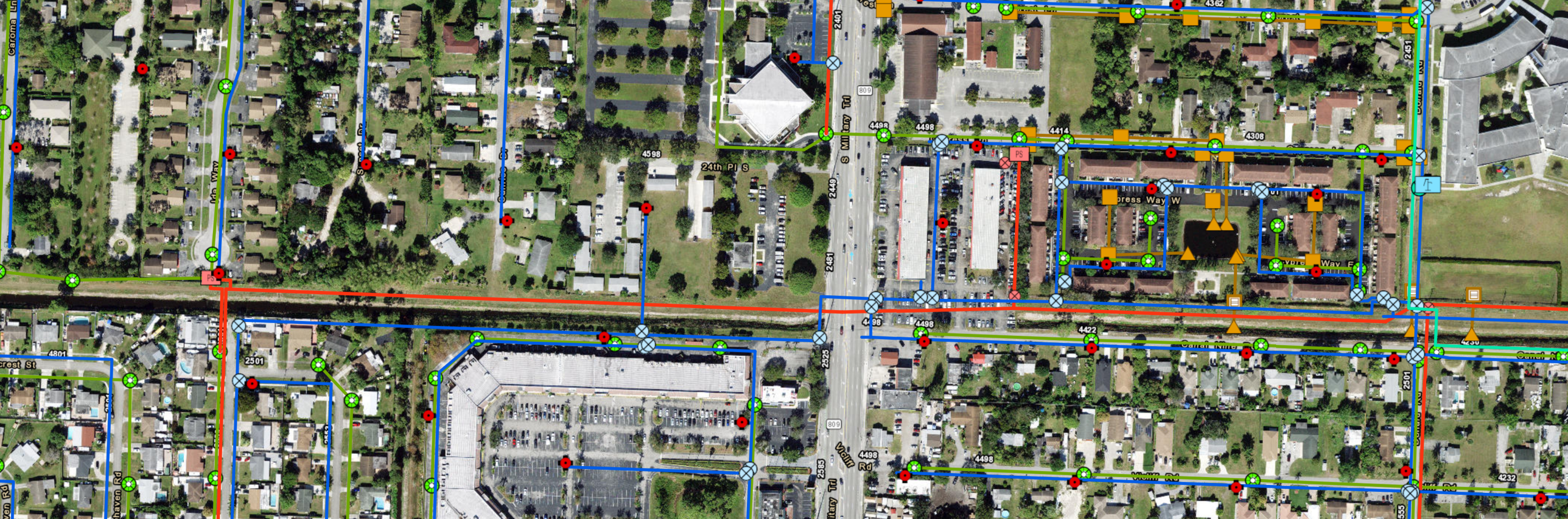
Item	Duration (Months)	Time Frame
Engineering:	6	Year TBD
Construction:	12	Year TBD

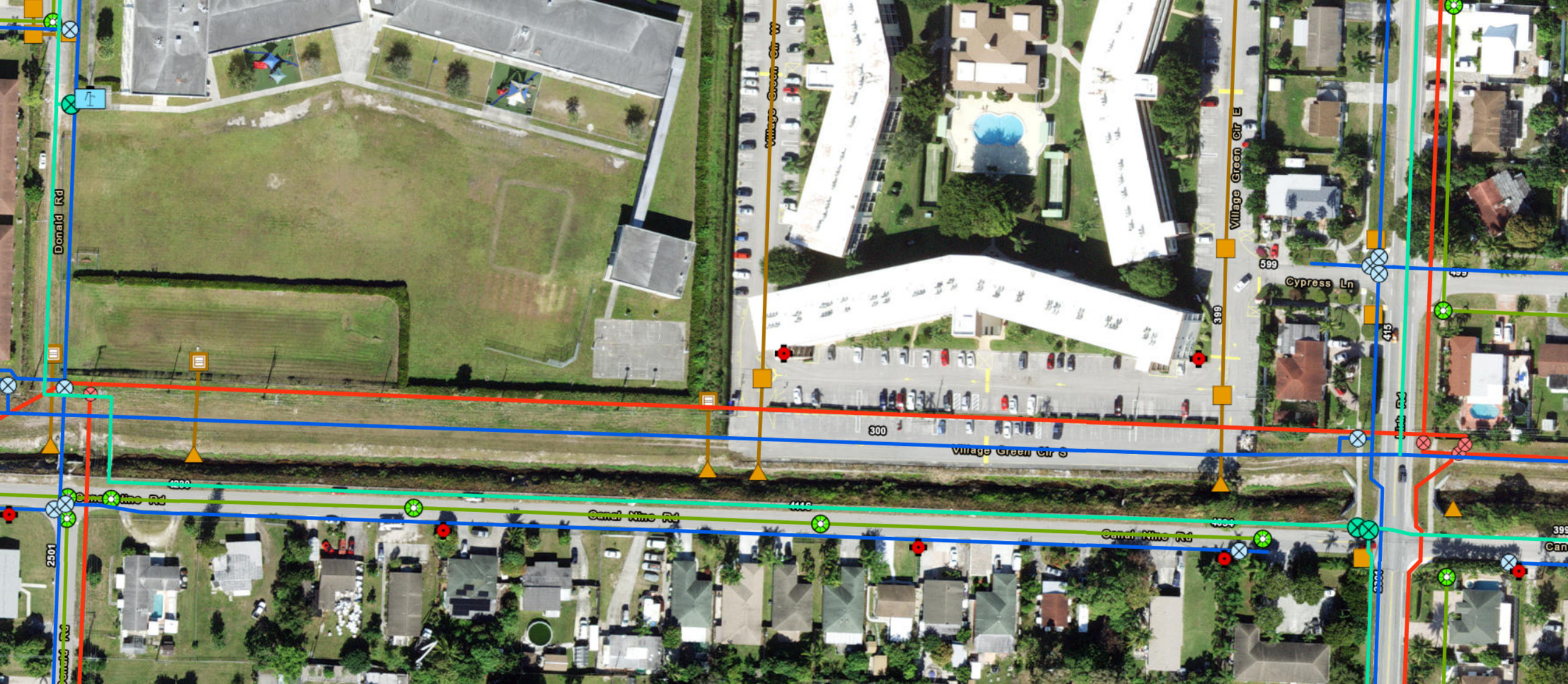
Notes/Comments

1.) Costs are in present value. For work scheduled beyond 2019, an inflation rate of 5% per year is recommended.




OVERALL VPS SERVICE AREA
HARPERS_FERRY_CXN
LAKE_WORTH_CXN
Palm Springs
Greenacres
Lake Clarke Shores
Lake Worth Corridor
Lake Worth Rd
Canal Nine Rd
Forest Ln
Anna Ln
Vicliff Rd
Dale Rd
Linda Ln
Park Ln
Kent Ave
Sussex Ave
Cresthaven Blvd
Barbridge Rd
Line Dr
Canal Eight Rd
Springdale Cir
Cypress Ln
Pinehurst Rd
E Lake Rd
Shady Ln Rd
Bayside Rd
Greenbrier Dr
Cavalier Rd
Ponte Vedra Rd
Mid Pines
Winged Foot Rd
Colle Dr
Kivey Dr
Diamond Rd
Broadway St
Marilyn Dr
Weymouth St
Carver St
Clinton Blvd
Cambridge St
Springfield St
Clemens St
Todd St
Boatman St
Bowman St
Dillon St
Gardenia Ave
Luzon Ave
Canal Rd
Hunt Rd
Waterview Dr
Tortuga Rd
Andros Rd
Rostin Ln
Russell Dr
Granada Dr
Cayman Dr
Manor Dr
Helyn Rd
Rudolph Rd
Sumner St
Hi St
State St
Lorene Dr
Arabian Rd
Arabian Rd W
Alice Dr
Carol Ave
Rex Ave
Garden Dr S
Emerson Ave
Riley Ave
Keller Dr
Lanier Dr
Drew Way
Frost Rd
Dolan Rd
Meadow Rd
Nassau Rd
W End Rd
Bahia Rd
Lillian Rd
Thelma Rd
Bernie Blvd
Alameda Dr
Palo Alto Dr
Los Altos Rd
Forest Ave
Nth Dr
Sands Ln
Wood Rd
Bell Ln
Emily Ln
Palm Acres Dr
Tucker Rd
Alice Ave
Riview Villas Dr
Seminole Rd
Apalachee Rd
Prairie Ln
Antigua Rd
Laurel Ln
Arlington Dr
Exuma Rd
Mores Rd
Acklins Rd
Freeport Rd
Bermuda Rd
Prairie Rd
S Congress Ave
Meadow Ln
Meadow Dr
Lake Dr
Pine Tree Ln
Vermilion Dr
Detroit St
Lake Clarke
Palm Springs City Park
Palm Springs Dr
Lake Worth
Lake Worth Rd
Lake Worth Rd W
Lake Worth Rd E
Lake Worth Rd N
Lake Worth Rd S


24th Pl S
S Military Trl
809
2401
2449
2481
2525
2585
Violin Rd
4598
4498
4414
4308
4362
4422
4232
2451
2501
4801
Ma Way
Caroma Ln
Sunset Dr
Sunset Dr
Canal Nine
Canal Nine
Violin Rd
Violin Rd
Violin Rd


Donald Rd
Village Green Cir W
Village Green Cir E
Cypress Ln
599
399
415
300
Village Green Cir S
Canal Nine Rd
2501

Village of Palm Springs

Executive Brief

AGENDA DATE: May 8, 2025

DEPARTMENT: Finance

ITEM #8: 3395 2nd Ave N Property Purchase

SUMMARY: The Village has expressed an interest in procuring real property located at 3395 2nd Ave N Drive (PCN 70-43-44-19-20-057-0080). Roy J. Foster, Executive Director FHLC, Inc. and Stated Clerk is the official agent and owner's representative and has agreed to the terms and price for the purchase of the property. The objective is to acquire the site for municipal use.

The staff is seeking the Village Council's authorization to proceed with the purchase of the property at the negotiated price of $820,000 + $263,958 contingency for any demolition or costs that occur related to the property. The Village Attorney and the Village Manager have evaluated the terms of the agreement.

Budget Amendment to allocate funds from ARPA in the amount of $1,083,958.00 to the General Fund.

FISCAL IMPACT:
Purchase price of $820,000 is being covered through a budget transfer from ARPA (interest earned).

ATTACHMENTS:
1. Resolution No. 2025-29 Purchase Property at 3395 2nd Avenue N
2. Budget Summary AD FY25
3. Budget Transfer 2024-2025
4. Contract 3395 2nd Ave

RESOLUTION NO. 2025-29

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVING A STIPULATED AGREEMENT TO PROCEED WITH THE PURCHASE OF 3395 2ND AVENUE NORTH, PALM SPRINGS, FLORIDA; AMENDING THE BUDGET TO ALLOCATE FUNDS FROM THE AMERICAN RESCUE PLAN ACT (ARPA) TO THE GENERAL FUND; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village desires to purchase the real property generally located at 3395 2nd Avenue North, Palm Springs, Florida (Parcel Control Number: 70-43-44-19-20-057-0080) ("Property"), which Property is currently owned by Faith Hope Love Charity Inc ("Seller"); and

WHEREAS, the Village Manager based on a negotiated price of $820,000 plus $263,958 contingency for any demolition or costs that occur related to the property; and

WHEREAS, the Village's Purchasing Code (within the Village's Code of Ordinances) authorizes the Village to purchase real property (land) under Section 58-4 of the Purchasing Code so long as funding for the purchase is available and the Village Council approves the purchase; and

WHEREAS, there is a proposed budget Amendment to allocate funds from ARPA in the amount of $1,083,958.00 to General Fund and Purchase price of $820,000 is being covered through a budget transfer from ARPA (interest earned); and

WHEREAS, consistent with Section 58-7 of the Purchasing Code, the Village Manager negotiated the purchase price with Roy J. Foster, Executive Director FHLC Inc. and Stated Clerk as the official agent and owner's representative;

WHEREAS, as a result of the negotiations, the Village Manager and the Seller entered the attached contract for sale and purchase of the Property, which is attached as Exhibit "A" and incorporated herein ("Contract"), which Contract is conditioned upon Village Council approval; and

WHEREAS, the Village has not utilized any exemptions from section 119.07(1), Florida Statutes, during the process of obtaining and appraisal and negotiating the Contract and is adhering to the Village's Purchasing Code authorizing the purchase of real property if budgeted and approved by Village Council; and

WHEREAS, the Village Council finds approving the Contract and acquiring the Property is in the best interests of the Village and serves a valid public purpose.

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

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct statements and factual findings of the Village Council and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The Village Council hereby approves the Contract for the purchase of the Property located at 3395 2nd Avenue North, Palm Springs, Florida, from the Seller

Section 3. The Village Council hereby authorizes the Village Manager to execute all documents necessary to effectuate the purchase of the Property from the Church.

Section 4. Effective Date. This Resolution shall take effect immediately upon its adoption.

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

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

The Mayor thereupon declared the Resolution duly passed and adopted this _____ day of May 2025.

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

PROPOSED BUDGET
VILLAGE OF PALM SPRINGS - FISCAL YEAR 2024 - 2025

THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE VILLAGE OF PALM SPRINGS ARE 13.5% MORE THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES.

ESTIMATED REVENUES:	MILLAGE PER $1,000	GENERAL FUND	AMERICAN RESCUE PLAN FUND	PALM SPRINGS CRA	DEBT SERVICE FUND	WATER & SEWER ENTERPRISE FUND	STORMWATER UTILITY ENTERPRISE FUND	TOTAL VILLAGE BUDGET
Taxes:								
Ad Valorem Taxes	**3.5000**	$6,969,944		$555,141				$7,525,085
Voted Debt Service Ad Valorem Tax	**0.2121**				$422,618			$422,618
Sales and Use Taxes		$3,101,441						$3,101,441
Utility Service Taxes		$3,507,467						$3,507,467
Local Business Taxes		$400,000						$400,000
Permits and Fees		$3,574,118						$3,574,118
Intergovernmental Revenues		$4,975,849		$1,000,000				$5,975,849
Charges for Services		$3,424,059				$24,628,872	$532,442	$28,585,373
Fines and Forfeitures		$296,200				$567,073		$863,273
Miscellaneous Revenues		$1,655,855		$19,500		$1,341,000	$60,000	$3,076,355
TOTAL SOURCES		**$27,904,933**	**$0**	**$1,574,641**	**$422,618**	**$26,536,945**	**$592,442**	**$57,031,579**
Transfers In		$6,393,660		$2,412,479		$423,937	$3,975,906	$13,205,982
Fund Balances/Reserves/Net Assets		$17,170,684	$7,519,341	$742,243		$11,863,345		$37,295,613
TOTAL REVENUES, TRANSFERS & BALANCES		**$51,469,277**	**$7,519,341**	**$4,729,363**	**$422,618**	**$38,824,227**	**$4,568,348**	**$107,533,174**

EXPENDITURES/EXPENSES:	MILLAGE PER $1,000	GENERAL FUND	AMERICAN RESCUE PLAN FUND	PALM SPRINGS CRA	DEBT SERVICE FUND	WATER & SEWER ENTERPRISE FUND	STORMWATER UTILITY ENTERPRISE FUND	TOTAL VILLAGE BUDGET
Legislative		$715,390						$715,390
Executive		$1,339,978						$1,339,978
Finance		$1,053,710						$1,053,710
Legal		$225,000						$225,000
Human Resources		$652,789						$652,789
Information Technology		$1,400,719						$1,400,719
General Government		$1,722,732						$1,722,732
Planning, Zoning & Building		$2,243,930						$2,243,930
Law Enforcement		$26,809,606						$26,809,606
Sanitation		$1,759,667						$1,759,667
Water and Sewer Utility						$35,918,567		$35,918,567
Stormwater Utility							$4,568,348	$4,568,348
Public Works		$7,211,080						$7,211,080
Community Redevelopment Agency				$4,729,363				$4,729,363
Economic Development								$0
Library		$1,131,154						$1,131,154
Parks and Recreation		$1,960,363						$1,960,363
Special Events		$250,950						$250,950
Debt Service					$422,618	$211,228		$633,846
TOTAL EXPENDITURES/EXPENSES		**$48,477,068**	**$0**	**$4,729,363**	**$422,618**	**$36,129,795**	**$4,568,348**	**$94,327,192**
Transfers Out		$2,992,209	$7,519,341			$2,694,432		$13,205,982
Fund Balances/Reserves/Net Assets								$0
TOTAL APPROPRIATED EXPENDITURES, TRANSFERS, RESERVES & BALANCES		**$51,469,277**	**$7,519,341**	**$4,729,363**	**$422,618**	**$38,824,227**	**$4,568,348**	**$107,533,174**

The tentative, adopted and/or final budgets are on file in the office of the above mentioned taxing authority as a public record.

VILLAGE OF PALM SPRINGS
REQUEST FOR BUDGET TRANSFER OR AMENDMENT
FISCAL YEAR 2024-2025

Transfer Number

ACCOUNT NUMBER	LINE ITEM DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET	
01119-56100	General Government Land	-	1,083,958.00		1,083,958.00	
01003-38101	Transfer from American Rescue	2,615,270.00	1,083,958.00		3,699,228.00	
12559-59102	Transfer to General Fund	2,615,270.00	1,083,958.00		3,699,228.00	
12003-38901	Appropriated Fund Balance	6,435,383.00	1,083,958.00		7,519,341.00	
12559-59101	Transfer to Stormwater	3,870,000.00		894,094.00	2,975,906.00	correct #327
12559-59102	Transfer to General Fund	1,721,176.00	894,094.00		2,615,270.00	correct #327
	TOTAL	$ 17,257,099.00	$ 5,229,926.00	$ 894,094.00	$ 21,592,931.00	

EXPLANATION: Transfer interest earned from ARPA fund to cover purchase of 3395 2nd Ave N

Prepared by: _____ Date: _____

Approved by: _____ Date: _____

Finance Reviewed: _____ Date: _____

Approved by: _____ _____
Village Manager Date

Approved by Council (Date of Meeting) _____

Processed by
Finance: _____ Date: _____

DocuSign ID: 4959805C-DF13-F011-8B3D-00224822F75A

Commercial Contract

SRG SANDALS REALTY GROUP

1. **PARTIES AND PROPERTY:** Village of Palm Springs, Michael Bornstein, Village Manager **("Buyer")** agrees to buy and Faith Hope Love Charity Inc **("Seller")** agrees to sell the property at:

Street Address: 3395 2nd Ave N, Palm Springs, Florida, 33461; 70-43-44-19-20-057-0080

Legal Description: SUB 19-44-43 TR 57 (LESS N 18 FT, S 100 FT OF N 118 FT OF ELY 245 FT, S 280 FT OF N 398 FT OF E 190 FT, S 115 FT OF N 513 FT OF E 200 FT, S 137 FT OF E 240 FT & 2ND AVE N R/W) & N 418.34 FT OF

and the following Personal Property: TR 58 LYG S OF & ADJ TO PB21P77, (LESS W 115 FT, N 55 FT OF E 15 FT OF W 130 FT & S 128 FT OF N 311 FT OF E 15 FT OF W 130 FT)

(all collectively referred to as the "Property") on the terms and conditions set forth below.

2. PURCHASE PRICE: $ 820,000.00

(a) Deposit held in escrow by: Thron Law PLLC ("Escrow Agent") (checks are subject to actual and final collection) $ 35,000.00

Escrow Agent's address: 1615 Forum Place 4th floor Phone: 5613103265

(b) Additional deposit to be made to Escrow Agent
☐ within ____ days (3 days, if left blank) after completion of Due Diligence Period or
☐ within ____ days after Effective Date _____ $ _____

(c) Additional deposit to be made to Escrow Agent
☐ within ____ days (3 days, if left blank) after completion of Due Diligence Period or
☐ within ____ days after Effective Date $ _____

(d) Total financing (see Paragraph 5) _____ $ _____

(e) Other _____ $ _____

(f) All deposits will be credited to the purchase price at closing. Balance to close, subject to adjustments and prorations, to be paid via wire transfer. $ 785,000.00

For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or upon delivery of Buyer's written notice of acceptability.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before April 11, 2025, this offer will be withdrawn and the **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days from the date the counter offer is delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer** or _____. Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. **Time is of the essence in this Contract.**

4. CLOSING DATE AND LOCATION:

(a) Closing Date: This transaction will be closed on or before July 11, 2025 (Closing Date), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended

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on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

(b) Location: Closing will take place in Palm Beach County, Florida. (If left blank, closing will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

5. THIRD PARTY FINANCING:

BUYER'S OBLIGATION: On or before _____ days (5 days if left blank) after Effective Date, **Buyer** will apply for third party financing in an amount not to exceed _____% of the purchase price or $_____, with a fixed interest rate not to exceed _____% per year with an initial variable interest rate not to exceed _____%, with points or commitment or loan fees not to exceed _____% of the principal amount, for a term of _____ years, and amortized over _____ years, with additional terms as follows:

_____.

Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any lender. **Buyer** will use good faith and reasonable diligence to (i) obtain Loan Approval within ____ days (45 days if left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close the loan. **Buyer** will keep **Seller** and Broker fully informed about loan application status and authorizes the mortgage broker and lender to disclose all such information to **Seller** and Broker. **Buyer** will notify **Seller** immediately upon obtaining financing or being rejected by a lender. **CANCELLATION:** If **Buyer**, after using good faith and reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, **Buyer** may within ____ days (3 days if left blank) deliver written notice to **Seller** stating **Buyer** either waives this financing contingency or cancels this Contract. If **Buyer** does neither, then **Seller** may cancel this Contract by delivering written notice to **Buyer** at any time thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes of Paragraph 5 only):** If **Buyer** has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or before the Closing Date without fault on **Buyer's** part, the Deposit(s) shall be returned to **Buyer**, whereupon both parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract as set forth above or **Buyer** fails to use good faith or reasonable diligence as set forth above, **Seller** will be entitled to retain the Deposit(s) if the transaction does not close. For purposes of this Contract, "Loan Approval" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular buyer. Neither a pre-approval letter nor a prequalification letter shall be deemed a Loan Approval for purposes of this Contract.

6. TITLE: Seller has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other _____, free of liens, easements and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____

_____;

provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the Property as _____.

(a) Evidence of Title: The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. **Seller** will, at (check one) ☐ **Seller's** ☒ **Buyer's** expense and within 15 days after Effective Date or at least 15 days before Closing Date deliver to **Buyer** (check one) ☒ (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the evidence of title and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date. ☐ (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or

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Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller** then (i.) above will be the evidence of title.

(b) Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (1) **Buyer** fails to deliver proper notice of defects or (2) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days from receipt of the notice ("Curative Period"). Seller shall use good faith efforts to cure the defects. If the defects are cured within the Curative Period, closing will occur on the latter of 10 days after receipt by Buyer of notice of such curing or the scheduled Closing Date. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, **Buyer** will have 10 days from receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: (check applicable provisions below)

☒ **Seller** will, within 15 days from Effective Date, deliver to **Buyer** copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction:

_____,

prepared for **Seller** or in **Seller's** possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by **Seller** will be returned to **Seller** within 10 days from the date this Contract is terminated.

☐ **Buyer** will, at ☐ **Seller's** ☐ **Buyer's** expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, ☐ **Buyer** will accept the Property with existing encroachments ☐ such encroachments will constitute a title defect to be cured within the Curative Period.

(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

7. PROPERTY CONDITION: Seller will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. **Seller** makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, **Buyer** may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable, or require Seller to return the Property to the required condition existing as of the end of Due Diligence period, the cost of which is not to exceed $_____ (1.5% of the purchase price, if left blank). By accepting the Property "as is", **Buyer** waives all claims against **Seller** for any defects in the Property. (Check **(a)** or **(b)**)

☐ **(a) As Is: Buyer** has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.

☒ **(b) Due Diligence Period: Buyer** will, at **Buyer's** expense and within 60 days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion. During the term of this Contract, **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that **Buyer** deems appropriate. **Buyer** will deliver written notice to **Seller** prior to the expiration of the Due Diligence Period of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the term of this Contract for the purpose of conducting Inspections, upon reasonable notice, at a mutually agreed upon time; provided, however, that **Buyer**, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a mechanic's lien being filed against the Property without **Seller's** prior written consent. In the event this transaction does not close, (1) **Buyer** will repair all damages to the

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Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's** deposit will be immediately returned to **Buyer** and the Contract terminated.

(c) Walk-through Inspection: Buyer may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.

8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: Seller will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property after closing, as to tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or **Buyer's** intended use of the Property will be permitted ☐ only with **Buyer's** consent ☐ without **Buyer's** consent.

9. CLOSING PROCEDURE: Unless otherwise agreed or stated herein, closing procedure shall be in accordance with the norms where the Property is located.

(a) Possession and Occupancy: Seller will deliver possession and occupancy of the Property to **Buyer** at closing. **Seller** will provide keys, remote controls, and any security/access codes necessary to operate all locks, mailboxes, and security systems.

(b) Costs: Buyer will pay **Buyer's** attorneys' fees, taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed. **Seller** will pay **Seller's** attorneys' fees, taxes on the deed and recording fees for documents needed to cure title defects. If **Seller** is obligated to discharge any encumbrance at or prior to closing and fails to do so, **Buyer** may use purchase proceeds to satisfy the encumbrances.

(c) Documents: Seller will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable service and maintenance contracts that will be assumed by **Buyer** after the Closing Date and letters to each service contractor from **Seller** advising each of them of the sale of the Property and, if applicable, the transfer of its contract, and any assignable warranties or guarantees received or held by **Seller** from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters (if applicable); tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the **Buyer** or **Buyer's** lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppels letter, **Seller**, if requested by the **Buyer** in writing, will certify that information regarding the tenant's lease is correct. If **Seller** is an entity, **Seller** will deliver a resolution of its governing authority authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. **Seller** will transfer security deposits to **Buyer**. **Buyer** will provide the closing statement, mortgages and notes, security agreements, and financing statements.

(d) Taxes and Prorations: Real estate taxes, personal property taxes on any tangible personal property, bond payments assumed by **Buyer**, interest, rents (based on actual collected rents), association dues, insurance premiums acceptable to **Buyer**, and operating expenses will be prorated through the day before closing. If the amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

(e) Special Assessment Liens: Certified, confirmed, and ratified special assessment liens as of the Closing Date will be paid by **Seller**. If a certified, confirmed, and ratified special assessment is payable in installments, **Seller** will pay all installments due and payable on or before the Closing Date, with any installment for any period extending beyond the Closing Date prorated, and **Buyer** will assume all installments that become due and payable after the Closing Date. **Buyer** will be responsible for all assessments of any kind which become due and owing after Closing Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially completed as of the Closing Date but has not resulted in a lien before closing, **Seller** will pay the amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.

(f) Foreign Investment in Real Property Tax Act (FIRPTA): If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** agree to comply with Section 1445 of the Internal Revenue Code. **Seller** and **Buyer** will complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply

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with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the requirement.

10. ESCROW AGENT: Seller and **Buyer** authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs in favor of the prevailing party.

11. CURE PERIOD: Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have _____ days (5 days if left blank) after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

12. FORCE MAJEURE: **Buyer** or **Seller** shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to **Buyer**, thereby releasing **Buyer** and **Seller** from all further obligations under this Contract.

13. RETURN OF DEPOSIT: Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit will be returned in accordance with applicable Florida Laws and regulations.

14. DEFAULT:

(a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make the title marketable after diligent effort, **Buyer** may elect to receive return of Buyer's deposit without thereby waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek specific performance. If Buyer elects a deposit refund, Seller may be liable to Broker for the full amount of the brokerage fee.

(b) In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may either (1) retain all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If **Buyer** fails to timely place a deposit as required by this Contract, **Seller** may either (1) terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving any remedy for **Buyer's** default.

15. ATTORNEY'S FEES AND COSTS: In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and Broker, will be awarded reasonable attorneys' fees, costs, and expenses.

16. NOTICES: All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice, document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker) representing a party will be as effective as if given by or delivered to that party.

Buyer (MB) (_____) and **Seller** (RJS) (_____) acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.

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17. DISCLOSURES:

(a) Commercial Real Estate Sales Commission Lien Act: The Florida Commercial Real Estate Sales Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any interest in real property. This lien right cannot be waived before the commission is earned.

(b) Special Assessment Liens Imposed by Public Body: The Property may be subject to unpaid special assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such liens, if any, shall be paid as set forth in Paragraph 9(e).

(c) Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

(d) Energy-Efficiency Rating Information: Buyer acknowledges receipt of the information brochure required by Section 553.996, Florida Statutes.

18. RISK OF LOSS:

(a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, **Seller** will bear the risk of loss and **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing the Property at the agreed upon purchase price and **Seller** will credit the deductible, if any and transfer to **Buyer** at closing any insurance proceeds, or **Seller's** claim to any insurance proceeds payable for the damage. **Seller** will cooperate with and assist **Buyer** in collecting any such proceeds. **Seller** shall not settle any insurance claim for damage caused by casualty without the consent of the **Buyer**.

(b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the right of eminent domain, or proceedings for such taking will be pending or threatened, **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing what is left of the Property at the agreed upon purchase price and **Seller** will transfer to the **Buyer** at closing the proceeds of any award, or **Seller's** claim to any award payable for the taking. **Seller** will cooperate with and assist **Buyer** in collecting any such award.

19. ASSIGNABILITY; PERSONS BOUND: This Contract may be assigned to a related entity, and otherwise ☐ is not assignable ☐ is assignable. If this Contract may be assigned, **Buyer** shall deliver a copy of the assignment agreement to the **Seller** at least 5 days prior to Closing. The terms **"Buyer, " "Seller"** and "Broker" may be singular or plural. This Contract is binding upon **Buyer**, **Seller** and their heirs, personal representatives, successors and assigns (if assignment is permitted).

20. MISCELLANEOUS: The terms of this Contract constitute the entire agreement between **Buyer** and **Seller**. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records.

21. BROKERS: Neither **Seller** nor **Buyer** has used the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

(a) Seller's Broker: Weichert (Company Name) Michael Garcia (Licensee),

7109 Lake Worth Rd., Lake Worth, FL 561-488-7653 tqsrealty@gmail.com (Address, Telephone, Fax, E-mail),

who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by ☒ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify) _____

(b) Buyer's Broker: _____ (Company Name) _____ (Licensee),

_____ (Address, Telephone, Fax, E-mail),

Buyer (MB) (_____) and **Seller** (RS) (_____) acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

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who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by ☐ **Seller's Broker** ☐ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ other (specify)

_____

(collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to inquiries, introductions, consultations, and negotiations resulting in this transaction. **Seller** and **Buyer** agree to indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to Paragraph 10, (3) any duty accepted by Broker at the request of **Seller** or **Buyer**, which is beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of **Seller** or **Buyer**.

22. OPTIONAL CLAUSES: (Check if any of the following clauses are applicable and are attached as an addendum to this Contract):

☐ (A) Arbitration	☐ (E) Seller Warranty	☐ (I) Existing Mortgage
☐ (B) Section 1031 Exchange	☐ (F) Coastal Construction Control Line	☐ (J) Buyer's Attorney Approval
☐ (C) Property Inspection and Repair	☐ (G) Flood Area Hazard Zone	☐ (K) Seller's Attorney Approval
☐ (D) Seller Representations	☐ (H) Seller Financing	☐ Other _____

23. ADDITIONAL TERMS:

Buyer to select title insurer, Thron Law PLLC, and pay title insurance costs related to the purchase of said property specified in this purchase contract.

This contract is contingent upon approval by the Mayor and the Village of Palm Springs Village Council at a public meeting as well as completion of a satisfactory Phase 1 Environmental and asbestos survey.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.

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Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other party that such signatory has full power and authority to enter into and perform this Contract in accordance with its terms and each person executing this Contract and other documents on behalf of such party has been duly authorized to do so.

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

Michael Bornstein Date: 04/07/25
(Signature of Buyer

Michael Bornstein, Village Manager, Village of Palm Springs Tax ID No.: _____
(Typed or Printed Name of Buyer)

Title: _____ Telephone: _____

_____ Date: _____
(Signature of Buyer

_____ Tax ID No.: _____
(Typed or Printed Name of Buyer)

Title: _____ Telephone: _____

Buyer's Address for purpose of notice _____

Facsimile: _____ Email: _____

Roy J. Foster Date: 04/09/2025
(Signature of Seller)

Roy J. Foster Tax ID No.: _____
(Typed or Printed Name of Seller)

Title: Executive Director (FHLC, Inc) Telephone: _____

_____ Date: _____
(Signature of Seller)

_____ Tax ID No.: _____
(Typed or Printed Name of Seller)

Title: _____ Telephone: _____

Seller's Address for purpose of notice: _____

Facsimile: _____ Email: _____

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Buyer (MB) (_____) and **Seller** (RJF) (_____) acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.

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Village of Palm Springs

Executive Brief

AGENDA DATE: May 8, 2025

DEPARTMENT: Planning, Zoning & Building

ITEM #9: Temporary License Agreement - Tow (2) Temporary-Seasonal Storage Container for Five (5) Years (2025-2030) - Phantom Fireworks - 2822 Forest Hill Boulevard

SUMMARY: Mr. William A. Weimer, agent for the owner of Phantom Fireworks Showrooms LLC, is requesting temporary license approval to allow a total of two (2) storage containers during two separate holiday seasons to provide additional storage inventory.

The applicant requests approval of a five (5) year Temporary License Agreement with the Village to install two (2) storage containers through the 4th of July holiday season and the New Year's Eve season. The request is as follows:

1. 4th of July season - place two (2) storage containers 8' wide x 40' long from April 1 to July 10 (100 days)
2. New Year's Eve season - place 2 storage containers 8' wide x 40' long from November 1 through January 10 (70 days).

Note: The Village's Code - Section 34-829 - Temporary licensing of specific uses, provides that notwithstanding any other provision of this subdivision, including section 34-823, the PZ&B Director, or as provided in this section, the Village Council, for good cause shown, may grant a temporary license for an establishment in the CG district, not exceeding five (5) years from the approval date, renewable at the option of the Village, for specific uses identified in this subdivision.

The license term is five (5) years and is limited to the two holiday seasons of April 1 through July 10 and November 1 through January 10. The license shall commence on April 1, 2025, and terminate on January 10, 2030. The license shall become effective upon approval by the Planning, Zoning, and Building Director. After each of the two holiday seasons (July 10 and January 10, respectively), the temporary storage units should be removed from the property without notice from the Village.

The staff maintains that Phantom Fireworks' utilization of two (2) storage containers is not an issue. The request for a temporary license has been brought to the Village Council for consideration and input before administrative action by the Planning, Zoning & Building Director, and to ensure that the proposed request complies with the desires of the Village Council regarding temporary and accessory uses.

FISCAL IMPACT:
The proposed request does not have a direct fiscal impact on the Village.

ATTACHMENTS:

1. Proposed Temporary License Agreement Phantom Fireworks
2. Application
3. Site Plan

Temporary License Agreement

THIS TEMPORARY LICENSE AGREEMENT ("License") is made this ___ day of _____, 2025, by and between the VILLAGE OF PALM SPRINGS, FLORIDA, a municipal corporation, ("Village") by and through the authority of its Planning, Zoning and Building Director, with its principal address at 226 Cypress Lane, Palm Springs, FL 33461; and Phantom Fireworks Showrooms, LLC a Delaware limited liability company registered to do business in the State of Florida with its principal address at 2445 Belmont Avenue, Youngstown, Ohio 44505-2405 ("Licensee").

RECITALS

WHEREAS, Licensee owns property located at 2822 Forest Hill Blvd., West Palm Beach, Florida 33406, as further described in **Exhibit "A"** attached hereto and incorporated herein ("Property"); and

WHEREAS, currently the Property is utilized for a retail fireworks store ("Store"); and

WHEREAS, the Property is located within the incorporated limits of the Village of Palm Springs, Florida; and

WHEREAS, the Licensee has requested that the Village license the use of the Property for temporary, seasonal storage as an accessory use of the Property; and

WHEREAS, the use of the Property for storage is not a permitted or special exception use in the CG district in which the Property is located; and

WHEREAS, Village Code Section 34-829 authorizes the Planning, Zoning & Building Director or the Village Council, for good cause shown, to grant a temporary license for certain uses in the CG district, not to exceed five (5) years from the approval date, renewable at the option of the Village; and

WHEREAS, Village Code Section 34-829 includes among other expressly identified land uses, the licensing of other accessory uses, whether or not expressly provided for in Section 34-823, but not otherwise prohibited in that subdivision, and as approved by the Planning, Zoning & Building Director or Village Council; and

WHEREAS, Pursuant to Village Code Section 34-829(h), Section 34-829 is to be utilized as a guide in determining whether a license for use should be granted; and

WHEREAS, the Village Council has applied Section 34-829 as a guide and has determined that based upon the mutual promises and consideration as set forth herein, that a **temporary revocable license** for seasonal use of temporary storage should be granted to the Licensee for the Property as more specifically provided herein; and

WHEREAS, Village Code Section 34-829 also requires Licensee to submit a site plan amendment application for changes to the physical layout of the Property, if applicable; and

WHEREAS, Licensee attests that no permanent changes to the physical layout of the Property are proposed; and,

WHEREAS, the Village finds entering this Temporary License Agreement with the Licensee serves a valid public purpose.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. FINDINGS

1.1 The foregoing recitals are incorporated herein as true and correct findings of fact.

2. LICENSED PREMISES AND LAND USE

2.1 In accordance with the provisions of Village Code Section 34-829, the Village by and through the authority of its Planning, Zoning & Building Director hereby grants Licensee a temporary, revocable license for two (2) separate time holiday seasons: (1) for one hundred (100) days; and (2) for seventy (70) days ("Two Holiday Seasons"), which authorizes Licensee to utilize temporary storage units at the Property for seasonal storage of inventory, subject to the terms and conditions of this License. During the Two Holiday Seasons, access to the Property shall be limited and restricted to normal business hours. No other interest or right to use the Property is granted to Licensee under this License.

3. LICENSE TERM AND EFFECTIVE DATE

3.1 The term of this License is for five (5) years and is limited to the Two Holiday Seasons, comprised of **April 1 thru July 10** and **November 1 thru January 10**. The term shall commence on **April 1, 2025 ("Commencement Date") and shall terminate on January 10, 2030**. This License shall become effective upon approval by the Planning, Zoning and Building Director. At the conclusion of each of the Two Holiday Seasons (July 10 and January 10 respectively), the temporary storage units shall be removed from the Property without notice from the Village. At the conclusion of the term, the temporary licensed use of the Property under this License shall expire and this License shall terminate without notice from the Village. Failure to terminate the temporary use as required shall be grounds for default and subject the Licensee or owner/occupant to appropriate legal action including code enforcement and/or mandatory injunctive relief and the reasonable costs incurred by the Village in enforcing this License including, but not limited to, reasonable attorney's fees at all administrative, trial and appellate levels. Pursuant to Village Code Section 34-829, upon issuance of a court order from a court of competent jurisdiction awarding attorney's fees and/or costs, such costs shall become a lien on the Property, if unpaid after thirty (30) days following the entry of the order.

4. LICENSE CONDITIONS

4.1 Licensee shall adhere to the following conditions as a part of this License:

- During the Two Holiday Seasons, a maximum of two (2) temporary storage units shall be allowed in the parking lot of the store. The two (2) temporary storage units shall be located on the side of the Property within unutilized employee parking spaces.
    - No storage unit shall be placed in front of the front façade of the store.
    - Palm Beach County Fire Rescue final site inspection required
        - ✓ Provide results to the Village
    - Each storage unit shall be limited in size to 8' wide x 40' long maximum.
    - Containers to include security locks/alarms
    - Placement of the temporary storage units shall not occur prior to the beginning of either of the Two Holiday Seasons and all storage units shall be removed by the end of each of the Two Holiday Seasons.
    - In the event a Tropical Storm or Hurricane Warning issued, all temporary trailers shall be promptly removed or tied-down pursuant to Florida Building Code (permit required).
    - Surveillance equipment and security lighting are recommended by the Village.
    - All other regulations and ordinances of the Village shall govern as applicable.

5. INDEMNIFICATION

5.1 To the fullest extent permitted by laws and regulations, Licensee shall indemnify, defend, save and hold harmless, Village, its officers, agents and employees from any and all claims, damages, losses, liabilities and expenses, pertaining to or arising out of the licensing of the temporary land use granted by this License, this License, the use and/or occupancy of the Property by Licensee or any of its subcontractors, agents, officers, employees, independent contractors, invitees or guests. Licensee shall pay all losses, claims, liens, settlements, or judgments of any nature whatsoever in connection with the foregoing indemnification, including but not limited to, reasonable attorney's fees (including all administrative, trial and appellate attorneys' fees and costs). All costs and fees associated with any such defense shall be the responsibility of Licensee. Nothing contained herein is intended nor shall it be construed to waive the Village's rights and immunities under the common law or Florida Statute 768.28, as amended from time to time.

5.2 The Licensee's obligation to indemnify, defend, and save and hold harmless, or at the Village's option, to participate and associate with the Village in the defense and trial of any claim and related settlement negotiations, shall be triggered by the Village's notice of claim for indemnification to Licensee. Licensee's inability to evaluate liability or its evaluation of liability, shall not excuse the Licensee's duty to defend and indemnify within 7 days after such notice is given by the Village. Only an adjudication or judgment after the highest appeal is exhausted, specifically finding the Village solely negligent, shall excuse performance of this provision by Licensee. Licensee shall pay all costs and fees related to this obligation and its enforcement by the Village. The Village's failure to notify the Licensee of a claim shall not release the Licensee of the above duty to defend and indemnify.

5.3 The Licensee shall promptly notify the Village in writing of any claim, cause of action, or other matter that may trigger Licensee's obligation to indemnify, defend, and save and hold harmless the Village.

6. INTEGRATION

6.1 It is agreed and understood that this License contains all agreements, promises and understandings between Village and Licensee and that no verbal or oral agreements, promises or understandings shall be binding upon either Village or Licensee in any dispute, controversy or proceeding at law, and any addition, variation or modification to this License shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of this License is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this License. The failure of either Party to insist upon strict performance of any of the terms or conditions of this License or to exercise any of its rights under this License shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this License, in law or in equity.

7. GOVERNING LAW

7.1 This License and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Florida and venue for any action arising out of this License shall be exclusively in Palm Beach County, Florida. **Further, if for any reason a claim, dispute or controversy is not resolved by the parties, the parties irrevocably and voluntarily agree to waive any right to a trial by jury in respect to any such claim, dispute or controversy.**

8. ASSIGNMENT

8.1 This License is personal to Licensee and shall not be sold, assigned or transferred by Licensee or any other person or entity.

9. NOTICES

9.1 All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by nationally recognized overnight mail courier, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

Village:	The Village of Palm Springs, Florida Attention: Village Manager 226 Cypress Lane Palm Springs, Florida 33461
With a <u>mandatory</u> copy to:	Village Attorney Christy Goddeau 701 Northpoint Parkway, Suite 209 West Palm Beach, Florida 33407
Licensee:	Phantom Fireworks Showrooms, LLC Attention: Legal Department 2445 Belmont Avenue Youngstown, OH 44505

10. APPLICABLE LAWS

10.1 During the term of this License, the Licensee shall maintain the Property in compliance with this License, the Village Code, and all applicable governmental laws, rules, regulations, statutes, ordinances, resolutions, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). Licensee shall, with respect to the condition of the Property and at the Licensee's sole cost and expense, comply with (a) all laws relating solely to Licensee's specific and unique nature of use of the Property; and (b) all building codes requiring modifications to the Property due to the use of the Property and any improvements to be made by the Licensee in and upon the Property.

11. SURVIVAL

11.1 The provisions of this License relating to indemnification shall survive and termination or expiration of this License. Additionally, any provisions of this License Agreement which require performance subsequent to the termination or expiration of this License shall also survive such termination or expiration.

12. CAPTIONS

12.1 The captions contained in this License are inserted for convenience only and are not intended to be part of this License.

13. ATTORNEY'S FEES

13.1 It is the understanding of the parties that if legal action is required to enforce this License, the prevailing party will be entitled to reasonable attorney's fees and costs in addition to any other relief to which the prevailing party is awarded.

14. TERMINATION FOR DEFAULT

14.1 In the event that the Licensee shall breach any of the terms, obligations, restrictions or conditions of this License, or is found to be in violation of any part of the Village Code or any other applicable Laws for the Property or any other property owned by the Licensee in the Village, the Village shall give thirty (30) calendar days' notice to the Licensee that the Licensee is in default. In the event the Licensee fails to correct the conditions of default, or the default is not remedied to the satisfaction of the Village within said thirty (30) calendar days, the Village shall have all legal remedies available to it, including, but not limited to, the revocation and termination of this License, in which case, the Village shall be entitled to recover its attorney's fees and costs, and any and all damages permitted by law arising from the default. At the Village's sole discretion, a breach of this License by Licensee may be enforced in code enforcement proceedings brought by the Village and the Special Magistrate is hereby authorized to order the immediate cessation of the licensed use if a violation is found and to award the Village all legal and equitable relief to which the Magistrate shall determine is just and appropriate. Notwithstanding the foregoing, this License is a contract, which may also be enforced in a court of law. The Village has no liability for damages or anticipated profits for business losses or other damages caused by the termination of this License Agreement in the event of a default by the Licensee.

14.2 The parties hereto agree that the Village's right to revoke or terminate this License as stated herein is absolute and shall not result in any inequity to Licensee because of any authorized improvements by Licensee to the Property for the use licensed herein. Accordingly, this License shall not be construed as an irrevocable license or a license coupled with an interest because of said improvements.

14.3 The Licensee acknowledges that the Village and the public will be irreparably damaged if the terms and conditions of this License are not adhered to and specifically enforced. Therefore, in the event of a violation or threatened violation by the License, then the Village shall be entitled to all the rights and remedies, including but not limited to injunctive relief, restraining such violation without being required to show any actual damage, irreparable harm, or to post any bond or other security.

15. TIME

15.1 Time is expressly declared to be of the essence of this License Agreement.

16. RIGHTS OF OTHERS

16.1 Nothing contained herein, whether express or implied, is intended to confer any rights or remedies under or by reason of this License on any persons other than the parties hereto and their respective administrators and legal representatives, nor is anything in this License intended to relieve or discharge the obligation or liability of any third person to any party to this License nor shall any provision give any third persons any right of subrogation or action over or against any party to this License.

17. PREPARATION

17.1 This License shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

18. COUNTERPARTS

18.1 This License may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

19. ANTI-HUMAN TRAFFICKING

19.1 By signing this License as set forth below, the Licensee's authorized representative attests that the Licensee does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this Temporary License Agreement to be executed on the day and year first above written.

THE VILLAGE OF PALM SPRINGS:

_____
Iramis Cabrera,
Planning, Zoning & Building Director

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
Christy Goddeau,
Village Attorney

LICENSEE

[Company Seal]

PHANTOM FIREWORKS SHOWROOMS LLC

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 _____ 2025, by _____, as the _____ [title] of Phantom Fireworks Showrooms LLC, a limited liability company 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 Phantom Fireworks Showrooms LLC to the same.

Notary Seal:

_____
Notary Public Signature

EXHIBIT "A"
Property Description

Parcel Control # 70-43-44-08-15-007-0010

MEADOW PARK LTS 1 THRU 4 (LESS N 20 FT FOREST HILL BLVD R/W) BLK 7.

Village of Palm Springs
Planning, Zoning & Building Department
226 Cypress Lane
Palm Springs, FL 33461
Phone: (561) 584-8460
www.vpsfl.org

Unified Development Application

Prior to the submission of this application, the applicant must have a pre-application meeting with Planning, Zoning & Building staff to review the proposed project submittal and processing requirements.

Pre-Application Meeting Date: _____

Indicate the type of application you are applying. Please select up to 5 of the options from the menu below.

- ☐ Comprehensive Plan Amendment (text)
- ☐ Future Land Use Map Amendment*
- ☐ Rezoning *
- ☐ LDR / Zoning Change (text)
- ☐ Plat (Preliminary)*
- ☐ Plat (Final)
- ☐ Master Sign Plan
- ☑ Temporary License Agreement
- ☐ Temporary Use Permit
- ☐ Abandonment
- ☐ Appeal
- ☐ Administrative Amendment
- ☐ Administrative Special Exception
- ☐ Site Plan (Minor / Major / PD)*
- ☐ Site Plan Amendment *
- ☐ Special Exception*
- ☐ Development Order Amendment*
- ☐ Variance (Sign)*
- ☐ Variance (Hours of Operation)*
- ☐ Administrative Variance
- ☐ Deed Restriction / Unity of Title
- ☐ Utility /Civil Plan

INSTRUCTIONS:

1. All questions must be completed on this application. If not applicable, mark ***N/A***.
2. Include all submittal requirements / attachments with this application.
3. All applicable fees are due when the application is submitted (Fees adjusted annually). Advertising, postage, and cost recovery, including professional fees incurred by the Village, will be billed to the Applicant.
4. Include mailing labels/stamped envelopes of all property owners within a 300 feet radius of affected site with signed affidavit (Application types marked with *).
5. All plans must be submitted no later than 2:00 p.m. 45 days prior to a Planning, Building & Zoning Board hearing (see schedule).
6. The applicant is responsible for addressing staff review comments in a timely manner. Any application which remains inactive for over 6 months will be removed from staff review. A new, updated, application will be required with applicable fees.
7. Applicants presenting demonstration boards or architectural renderings to the Village Council must have an electronic presentation of each board submitted to the Planning, Zoning & Building Department no later than the Wednesday preceding the meeting. Note: Representations made at the hearing, verbally or graphically, become part of the record.

STAFF USE ONLY

Application Numbers: _____

Date Submitted: _____ ***# Posted Signs Required*** _____

SECTION 1-PROJECT INFORMATION:

Project Name: ADDITIONAL USE OF TEMPORARY STORAGE CONTAINERS

Project Address: 2822 FOREST HILL BLVD., WEST PALM BEACH, FL 33406

Location of Property: The subject property is located approximately 0.25 mile(s) N, S, (E), W (circle one) from the intersection of S. CONGRESS AVE & FOREST HILL BLVD, on the N, (S), E, W (circle one) side of FOREST HILL BLVD (street).

Shopping Center / Office Building PHANTOM FIREWORKS

Acreage of Property: 1.20 Building Square Feet: 9,873

Density or FAR: Plat Name:

PCN Number(s):

Dimensions of Property:

Palm Springs CRA District, if applicable:
See Section 14 also.

Legal Description: (or attach separate sheet)

MEADOW PARK LTS 1 THRU 4 (LESS N 20 FT FOREST HILL BLVD R/W) BLK 7

Property History, if applicable: Describe previous applications on property (Approved Variances, Special Exception, Site Plan, etc.) Include previous application numbers and any conditions of approval.

Application #	Request	Action	Resolution/Ordinance #	Approval Date

SECTION 2 - APPLICANT / OWNER / AGENT INFORMATION

Owner's Name: PHANTOM FIREWORKS SHOWROOMS, LLC

Owner's Address: 2445 BELMONT AVENUE, YOUNGSTOWN OH 44505-2405

Owner's Email Address: legaldept@fireworks.com

Owner's Phone: 614-532-9085 Owner's Fax:

Applicant, if different than Owner:

Agent: WILLIAM A. WEIMER, VP

Contact Person: WILLIAM A. WEIMER

Agent's Address: 2445 BELMONT AVENUE. YOUNGSTOWN OH 44505-2405

Agent's Email Address: waweimer@fireworks.com

Agent's Phone: 614-532-9085 Agent's Fax:

All correspondence will be sent directly to the agent unless otherwise instructed.

SECTION 3- LAND USE AND ZONING INFORMATION:

	EXISTING	PROPOSED
Zoning:		
Land Use:		
Use:		
Plat:		

ADJACENT LAND USE / ZONING / USE(S)

North:

South:

East:

West:

SECTION 4 - DESCRIPTION OF PROJECT (attach additional pages if necessary)
Including compliance with zoning standards and supplemental regulations

OWNER IS REQUESTING A TEMPORARY LICENSE AGREEMENT THAT WOULD ALLOW TWO (2) OUTDOOR STORAGE CONTAINERS TO BE PLACED IN THE PARKING LOT TO BE USED FOR ADDITIONAL STORAGES DURING THE 4TH OF JULY AND NEW YEAR'S EVE HOLIDAY SEASONS. THE CONTAINERS WILL BE ON THE PROPERTY FROM APRIL 1 THROUGH JULY 10, AND NOVEMBER 1 THROUGH THE FOLLOWING JANUARY 10. OWNER WILL CONTINUE THIS FOR 5 (FIVE) YEARS 2025 - 2030. PLEASE REFER TO THE ATTACHED FILE FOR THE LOCATION FOR THE TWO (2) CONTAINERS.

AGENT CERTIFICATION

This is to certify that I am the agent of the property owner described in this application and that all information supplied herein is true and correct to the best of my knowledge.

William A. Warner 3-13-2025

Signature of Agent Date

STATE OF Ohio, COUNTY OF Mahoning

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13th day of March, 2025 by William A. Warner, who is personally known to me or who has produced _____ (type of identification) as identification and who did (did not) take an oath.

Signature of person taking acknowledgement Michael Podolsky

Name of officer taking acknowledgement--typed, printed, or stamped Michael Podolsky

Title or rank_____ Serial number_____

NOTARIAL SEAL STATE OF OHIO

Michael Podolsky, Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Sec 147.03 RC

SECTION 5- PROJECT AUTHORIZATION

OWNER CERTIFICATION

(If more than one owner, attached executed Certifications for each)

This is to certify that I am the owner of the property described in this application and that all information supplied herein is true and correct to the best of my knowledge. The undersigned hereby petitions the Village of Palm Springs Staff, Planning, Building & Zoning Board, and the Village Council to call Public Hearings upon due Public Notice in accordance with the Rules, Regulations, and Laws as promulgated by the Village of Palm Springs. The cost of which petition, and notice and other costs as promulgated by rule is hereby assumed by the undersigned.

Mitch Ankiner, V.P. 3-13-2025

Signature of Owner Date

STATE OF OHIO, COUNTY OF MAHONING

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13TH day of MARCH, 2025 by WILLIAM A. WORMOR, who is personally known to me or who has produced _____ (type of identification) as identification and who did (did not) take an oath.

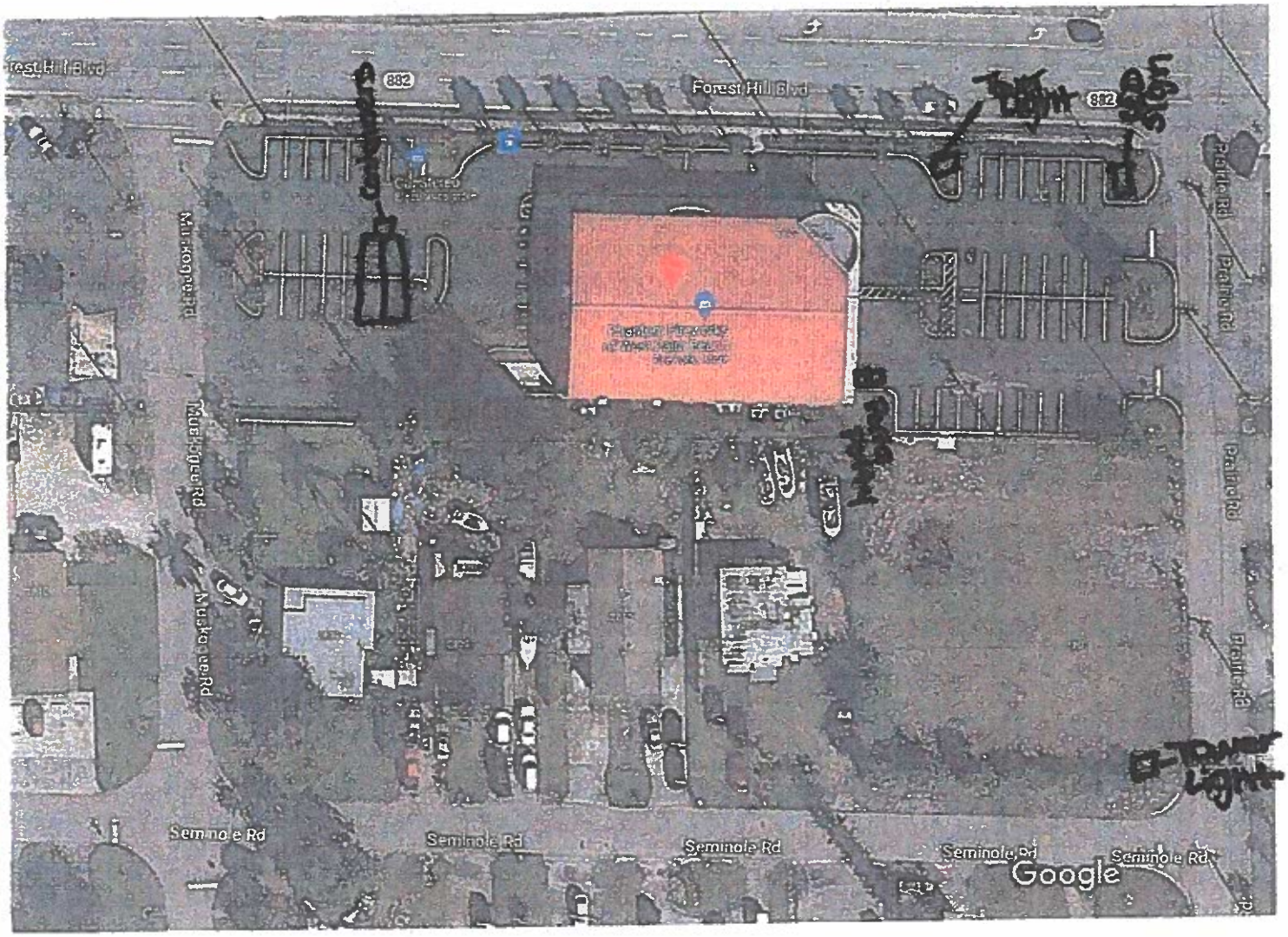
Signature of person taking acknowledgement _____

Name of officer taking acknowledgement--typed, printed, or stamped Michael Podolsky

Title or rank_____ Serial number_____

NOTARIAL SEAL STATE OF OHIO

Michael Podolsky, Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Sec 147.03 RC

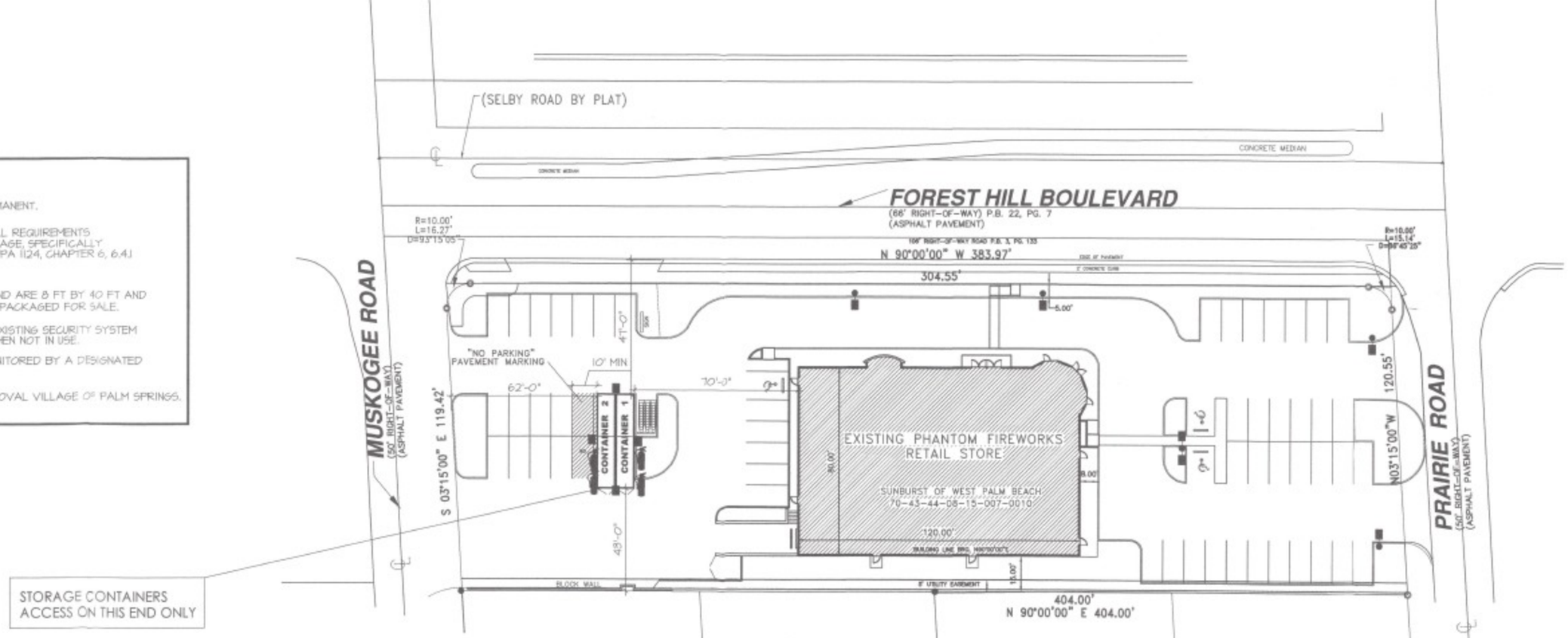


Map data ©2023 , Map data ©2023 Google 50 ft

2822 Forest Hill Blvd

NOTES:

1. CONTAINER STORAGE IN THIS PLAN SHALL BE PERMANENT.
2. CONTAINER STORAGE SHALL BE ACCORDING TO ALL REQUIREMENTS LISTED IN NFPA 1124 FOR METAL CONTAINER STORAGE, SPECIFICALLY CURRENT FLORIDA FIRE PREVENTION CODE AND NFPA 1124, CHAPTER 6, 6.4.1 AND CHAPTER 7 LISTED ON THIS PLAN.
3. STORAGE CONTAINERS ARE HEAVY GAGE STEEL AND ARE 8 FT BY 40 FT AND ONLY CONTAIN CONSUMER GRADE 1.4g FIREWORKS PACKAGED FOR SALE.
4. STORAGE CONTAINERS SHALL BE ARMED TO THE EXISTING SECURITY SYSTEM AT THIS STORE AND WILL BE SECURELY LOCKED WHEN NOT IN USE.
5. STORAGE CONTAINERS SHALL BE CONSTANTLY MONITORED BY A DESIGNATED RESPONSIBLE EMPLOYEE WHEN OPEN.
6. ADDITIONAL LIGHTING TO BE PROVIDED PER APPROVAL VILLAGE OF PALM SPRINGS.



CONTAINER STORAGE SITE PLAN

SCALE : 1" = 30'-0"

Village of Palm Springs

Executive Brief

AGENDA DATE: May 8, 2025

DEPARTMENT: Library

ITEM #10: Approval of Joseph L. Fallon Scholarship Awards

SUMMARY: Each year, the Village of Palm Springs awards scholarships to selected high school seniors. Applicants are evaluated based on financial need, grades, experience and personal appraisal by a committee representing the Village. In 1996, the annual Village scholarship was named in memoriam for Palm Springs resident and library volunteer Joseph Fallon, who passed away suddenly during his senior year at John I. Leonard High School.

This year the Village Council is requested to approve the committee-selected scholarship to ten (10) local high school students. The Village Council had budgeted $6,000 to fund six (6) scholarships. The Scholarship Committee requested an additional four (4) scholarships be awarded due to the excellence of all the applicants. The Village Manager administratively approved the budget transfer of $4,000, for a total of $10,000.

The Scholarship Committee recommends awarding ten (10) students each with a $1,000 award for the 2025 Joseph L. Fallon Scholarship Award.

The recommended 2025 Fallon Scholarship winners are:
- Cutely Zhao
- Muhammad Athar
- Arianna Iacenda
- Marlie M. Leonard
- Caleb J. Berrios
- Kane A. Muehlebach
- Catherine Owens
- Leah Rodriguez-Hernandez
- Jimena Galvez-Sobral
- Hayden X. Castro

FISCAL IMPACT:
Funding for the proposed awards is available within the FY2025 Budget-General Fund.

ATTACHMENTS:
None

Office of the Mayor

Village of Palm Springs, Florida

Proclamation

WHEREAS, the Village of Palm Springs is committed to recognizing that our growth and strength depend on the safety and economic value of the homes, buildings, and infrastructure that serve our citizens, both in everyday life and in times of natural disaster; and,

WHEREAS, our confidence in the structural integrity of these buildings that make up our community is achieved through the devotion of vigilant guardians – building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, and others in the construction industry – who work year-round to ensure the safe construction of buildings; and,

WHEREAS, these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state, territorial, tribal, and federal officials who are experts in the built environment to create and implement the highest-quality codes and standards to protect us in the buildings where we live, learn, work and play; and,

WHERES, our nation benefits economically and technologically from using the International Codes that are developed by national, voluntary consensus codes and standards developing organizations, our government is able to avoid the high cost and complexity of developing and maintaining these codes, which are the most widely adopted building safety and fire prevention codes in the nation; these modern building codes include safeguards to protect the public from natural disasters such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquake; and,

WHEREAS, the International Code Council sponsors Building Safety Month to remind the public about the critical role of our communities' largely unknown guardians of public safety – our local code officials – who assure us of safe, efficient, and livable buildings that are essential to keep America great; and,

WHEREAS, Building Safety Month 2025 encourages appropriate steps everyone can take to ensure that the places where we live, learn, work, and play are safe and recognizes that countless lives have been saved due to the implementation of safety codes by local and state agencies; and,

WHEREAS, each year, in observance of Building Safety Month, Americans are asked to consider a commitment to improving building safety and economic investment at home and in the community and acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus, and federal agencies in protecting lives and property.

NOW, THEREFORE, I, BEV SMITH, Mayor of the Village of Palm Springs, Florida, do hereby proclaim the month of May 2025 as:

"Building Safety Month"

SEAL

In witness whereof I have hewnto set my hand and caused the seal of this city to be affixed

Mayor Beverly Smith

Date May 8, 2025

Office of the Mayor

Village of Palm Springs, Florida

Proclamation

WHEREAS, The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

WHEREAS, The Office of the Professional Municipal Clerk is the oldest among public servants, and

WHEREAS, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

WHEREAS, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

WHEREAS, The Professional Municipal Clerk serves as the information center on functions of local government and community.

WHEREAS, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

WHEREAS, It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

NOW, THEREFORE, I, BEV SMITH, Mayor of the Village of Palm Springs, Florida, do hereby proclaim May 4-10, 2025, as:

"56th ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK
May 4 - 10, 2025"

SEAL

In witness whereof I have hereunto set my hand and caused the seal of this city to be affixed

Mayor Beverly Smith

Date May 8, 2025

Office of the Mayor

Village of Palm Springs, Florida

Proclamation

WHEREAS, water is our most valuable natural resource; and

WHEREAS, drinking water serves a vital role in daily life, serving an essential purpose to health, hydration and hygiene needs for the quality of life our citizens enjoy; and

WHEREAS, tap water delivers public health protection, fire protection, support for our economy and the quality of life we enjoy; and

WHEREAS, the hard work performed by the entire water sector, designing capital projects, operators ensuring the safety and quality of drinking water or a member of a pipe crew maintaining the infrastructure communities rely on to transport high quality drinking water from its source to consumers' taps; and

WHEREAS, the coronavirus pandemic has shone a light on the importance of drinking water for health, hydration and hygiene needs; and

WHEREAS, we are all stewards of the water infrastructure upon which current and future generations depend; and

WHEREAS, the citizens of our city are called upon to help protect our source waters from pollution, practice water conservation and get involved with their water by familiarizing themselves with it.

NOW, THEREFORE, I, BEV SMITH, Mayor of the Village of Palm Springs, Florida, do hereby proclaim May 4-10, 2025, as:

"Drinking Water Week"

In witness whereof I have hereunto set my hand and caused the seal of this city to be affixed

Mayor Beverly Smith

Date May 8, 2025

Office of the Mayor

Village of Palm Springs, Florida

Proclamation

WHEREAS, the Congress and President of the United States of America have designated the week of May 11 through May 17, 2025, as "Police Week" and May 15, 2025, as "Peace Officers Memorial Day"; and,

WHEREAS, Law Enforcement Officers are our guardians of life and property, defenders of the individual right to be free, and dedicated to the preservation of life, liberty, and the pursuit of happiness; and,

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their police department and know that members of our police department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and,

WHEREAS, the members of the Palm Springs Police Department play an essential role in safeguarding the rights and freedoms of the citizens and visitors to Palm Springs, and the Village of Palm Springs wishes to honor our warriors in the war against crime for their courage, service, and dedication, and for unceasingly providing a vital public service; and,

WHEREAS, all citizens in this community are urged to honor and show sincere appreciation for the police officers of this Village by deed, remark, and attitude and show thanks to all the police officers who make it possible for us to leave our homes and family in safety each day and to return to our homes knowing they are protected by officers willing to sacrifice their lives, if necessary, to guard against all who would violate the law.

NOW, THEREFORE, I, BEV SMITH, Mayor of the Village of Palm Springs, Florida, do hereby proclaim the week of May 11 through May 17, 2025, as:

"Police Week in Palm Springs"

and May 15, 2025 as:

"Peace Officers Memorial Day in Palm Springs"

SEAL

In witness whereof I have hereunto set my hand and caused the seal of this city to be affixed

Mayor Beverly Smith

Date May 8, 2025

Office of the Mayor

Village of Palm Springs, Florida

Proclamation

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and the public health, high quality of life, and well-being of the people of the Village of Palm Spring; and,

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment, and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in the Village of Palm Spring to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, 2025 marks the 65th annual National Public Works Week, sponsored by the American Public Works Association and the Canadian Public Works Association.

NOW, THEREFORE, I, BEV SMITH, Mayor of the Village of Palm Springs, do hereby designate the week of May 18–24, 2025, as:

"National Public Works Week"

In witness whereof I have hereunto set my hand and caused the seal of this city to be affixed

Mayor Beverly Smith

Date May 8, 2025

Village of Palm Springs

Executive Brief

AGENDA DATE: May 8, 2025

DEPARTMENT: Library

ITEM #16: Presentation of trophy award to Clifford O. Taylor Elementary for winning the 2nd Annual Book Wars Challenge.

SUMMARY: The Palm Springs Public Library is presenting the 2nd annual award to the winning school of the Book Wars challenge. This trophy is awarded to Clifford O. Taylor Elementary School for reading the most pages during this exciting and fun challenge. During this challenge, the 3rd graders read 54,338 pages which were reported weekly over a 4-week course.

FISCAL IMPACT:

ATTACHMENTS:
None

Village of Palm Springs

Executive Brief

AGENDA DATE: May 8, 2025

DEPARTMENT: Library

ITEM #17: Presentation- Joseph L. Fallon Scholarship Awards - Ten (10) Scholarship Awards

SUMMARY: Each year, the Village of Palm Springs awards scholarships to selected high school seniors who live within the Village. In 1996, the annual Village scholarship was named in memoriam for Palm Springs resident and library volunteer Joseph Fallon, who died suddenly during his senior year at John I. Leonard High School.

This year, the Village Council is expected to present ten (10) Joseph L. Fallon Scholarship awards to applicants based on financial need, grades, experience and personal appraisal. The recommended 2025 Fallon Scholarship winners include:

- **Muhammad Athar:** Muhammad is a student at John I. Leonard High School and plans to attend the University of Florida in Gainesville, FL. His major is Computer Science.
- **Caleb J. Berrios:** Caleb is a student at Suncoast High School and plans to attend University of Central Florida in Orlando, FL. His major is Biology/Botany.
- **Hayden X. Castro:** Hayden is a student at Palm Beach Central High School and plans to attend Florida Atlantic University in Boca Raton, FL. His major is Mechanical Engineering.
- **Jimena Galvez-Sobral:** Jimena is a student at Trinity Christian Academy and plans to attend University of Central Florida in Orlando, FL. Her major is Pre-law.
- **Arianna Iacenda:** Arianna is a student at John. I. Leonard High School and plans to attend Florida Atlantic university in Boca Raton, FL. Her major is Biology.
- **Marlie M. Leonard:** Marlie is a student at Palm Beach Central High School and plans to attend University of South Florida in Tampa, FL. Her major is Engineering.
- **Kane A. Muehlebach:** Kane is a student at John I, Leonard High School and plans to attend Palm Beach State college in Lake Worth, FL. His major is Chemical Engineering.
- **Catherine Owens:** Catherine is a student at G-Star School of the Arts and plans to attend Palm Beach State College in Lake Worth, FL. Her major is Crime Scene Technology.
- **Leah Rodriguez-Hernandez:** Leah is a student at the Atlantic Christian Academy and plans to attend the University of North Florida in Jacksonville, FL. Her major is Biology.
- **Cutely Zhao:** Cutely is a student at John I. Leonard High School and plans to attend New York University in New York City. Her major is Biology.

The Fallon Scholarship Committee met on April 14, 2025, and recommended approval of ten (10) scholarship awards to local high school students to assist with their plans to attend college.

The Village Council is expected to approve this recommendation on May 8th, 2025 and, if approved, will present each scholarship recipient with a check during the May 8, 2025, Village Council Meeting.

FISCAL IMPACT:
Funding to support the proposed awards is available within the FY2025 Budget - General Fund.

ATTACHMENTS:
1. Presentation Village of Palm Springs 2025 (1)

Village of Palm Springs Presents:

Joseph L. Fallon Scholarship Winners Class of 2025

Cutely Zhao

Cutely is a student at John I. Leonard High School and plans to attend New York University in New York City, NY.

Her major is Biology.

Muhammad Athar

Muhammad is a student at John I. Leonard High School and plans to attend University of Florida in Gainesville, FL.

His major is Computer Science.

Arianna l. lacenda

Arianna is a student at John l. Leonard high School and plans to attend Florida Atlantic University in Boca Raton, FL.

Her major is Biology.

Marlie M. Leonard

Marlie is a student at Palm Beach Central High School and plans to attend University of South Florida in Tampa, FL.

Her major is Engineering.

Caleb J. Berrios

Caleb is a student at Suncoast High School and plans to attend University of Central Florida in orlando, FL.

His major is Biology-Plant Track .

Kane A. Muehlebach

Kane is a student at John. I. Leonard High School and plans to attend Palm Beach State College in Lake Worth, FL.

His major is Chemical Engineering.

Catherine E. Owens

Catherine is a student at G-Star School of the Arts and plans to attend Palm Beach State College in Lake Worth, FL.

Her major is Crime Scene Technology.

Leah M. Rodriguez-Hernandez

- Leah is a student at Atlantic Christian Academy and plans to attend University of North Florida in Jacksonville, FL.
- Her major is Biology.

Jimena Galvez-Sobral

- Jimena is a student at Trinity Christian Academy and plans to attend University of Central Florida in Orlando, FL.
- Her major is Pre-law.

Hayden X. Castro

- Hayden is a student at Palm Beach Central High School and plans to attend Florida Atlantic University in Boca Raton, FL.
- His major is Mechanical Engineering.

THE VILLAGE OF PALM SPRINGS

PALM SPRINGS

FLORIDA

Congratulations Class of 2025

Thank you to the Fallon Family !

Village of Palm Springs

Executive Brief

AGENDA DATE: May 8, 2025

DEPARTMENT: Parks & Recreation

ITEM #18: Taco Fiesta Awards

SUMMARY: Winning vendors will be presented with awards in two categories - "Traditional Taco of the Year" and "Fusion Taco of the Year." The winner of "Traditional Taco of the Year" is Tazo Tacos. The winner of "Fusion Taco of the Year" is Tacos La Florida.

Congratulations to both winners.

FISCAL IMPACT:

ATTACHMENTS:
None

Village of Palm Springs

Executive Brief

AGENDA DATE: May 8, 2025

DEPARTMENT: Administration

ITEM #19: Appointment to the Planning and Zoning Board

SUMMARY: Two (2) regular board members, Richard Hughes, Ralph Lashells, and Junior Alternate board member Ralph Wiles, have terms which will expire on May 14, 2025. These dedicated individuals desire to continue their valuable Planning and Zoning service on the Advisory Board. Our community greatly benefits from their continued involvement. In addition, Amado Puentes has submitted an application to serve on the Planning and Zoning Advisory Board.

The Village Council is requested to appoint two (2) regular members and one alternate member to the Planning and Zoning Board to serve a three-year term that will expire on May 14, 2028.

FISCAL IMPACT:
There is no direct financial impact.

ATTACHMENTS:
1. Placeholder - Board Member Applications

A copy of **Mr. Wiles, Mr. Lashells and Mr. Hughes** application is on file in the Village Clerk**'s** Office.

Village of Palm Springs

Executive Brief

AGENDA DATE: May 8, 2025

DEPARTMENT: Library

ITEM #20: Approval of increased amount for Purchase Order No.250291 and Task Order #368 with R. George & Associates Inc.

SUMMARY: The Village of Palm Springs Public Library has an approved purchase order with R. George & Associates Inc. for the installation of acrylic end panels on the library's book shelving, located at 217 Cypress Lane. The total cost of this work is $32,922.20. However, during the pre-installation meeting, the staff identified a discrepancy regarding the project's scope. Specifically, there was a misalignment between the originally defined project requirements and the current conditions.

To guarantee the structural integrity of the library bookshelves, it is necessary to amend the original plan. The Library staff require the addition of laminate end panels for the structural durability of the existing shelving. Without these changes, quality, and overall effectiveness may be jeopardized. The adjustment meets the necessary structural standards in alignment with our organizational obligations.

The Village Council is requested to approve the modification to Purchase Order No.250291-Task Order #368 due to unforeseen circumstances that emerged. While we acknowledge that the recommended competitive solicitation process was not initially utilized, subsequent progress has necessitated the Purchase Order modification that will result in an increase of $19,064.06 for a total value of $51,986.26, which exceeds the established purchasing limit. After careful review and evaluation, Village staff recommend the approval of the modification to the purchase order as a best interest acquisition (Sec. 58-11) for the Village.

FISCAL IMPACT:

The project requires an increase in amount to Purchase Order No. 250291 and Task Order #368 with R. George & Associates Inc, at a cost not to exceed $19,064.06. It is being funded from account #01771-56300, The original purchase order amount was $32,922.20 for a modified total of $51,986.26.

ATTACHMENTS:

1. Resolution No. 2025-06 R. George Associates
2. Quote RGA 4.22.25
3. RGA layout sketch 04.07.25
4. Rendering Laminate End Panel 03.25.25

RESOLUTION NO. 2025-06

A RESOLUTION OF THE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVE BY A FOUR-FIFTHS, A MODIFICATION TO PURCHASE ORDER #25091 (TASK ORDER NO. 368) WITH R. GEORGE ASSOCIATES INC AS A BEST INTEREST ACQUISITION (SECTION 58-11) FOR THE INSTALLATION OF ACRYLIC END PANELS ON THE LIBRARY'S BOOK SHELVING; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Library Department is committed to maintaining high standards in its facilities, including the acquisition of quality shelving to support accessibility, organization, and preservation of its collections; and

WHEREAS, has an approved purchase order with R. George & Associates Inc. for the installation of acrylic end panels on the library's book shelving, located at 217 Cypress Lane. The total cost of this work is $32,922.20; and

WHEREAS, the staff identified a discrepancy regarding the project's scope. Specifically, there was a misalignment between the originally defined project requirements and the current conditions; and

WHEREAS, the Village Council is requested to approve the modification to Purchase Order No. 250291-Task Order #368 due to unforeseen circumstances that emerged.

WHEREAS, the Library Staff acknowledges that the recommended competitive solicitation process was not initially utilized, subsequent progress has necessitated the Purchase Order modification that will result in an increase of $19,064.06 for a total value of $51,986.26, which exceeds the established purchasing limit.

WHEREAS, it is recommended for approval of the modification to the purchase order as a best interest acquisition (Sec. 58-11) for the Village; and

WHEREAS, the cost increase has been reviewed and deemed reasonable given current market trends, and continues with R. George & Associates Inc. to avoid the delays, risks, and potential additional costs associated with transitioning to a new vendor;

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

Section 1. The foregoing recitals are incorporated into this resolution by reference.

Section 2: The Village Council authorizes by a 4/5th affirmative vote for the continued engagement with R. George Associates Inc. and approval to modify the Purchase Order No. 250291 (Task Order #368) in the amount of $19, 064.06 for the procurement and installation of library shelving. That the revised cost, as outlined in the updated proposal dated April 22, 2025, is hereby approved, and the necessary budget adjustment shall be made to accommodate the cost increase.

Section 3: This Resolution shall become effective immediately upon its passage.

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

The Mayor thereupon declared this Resolution duly passed and adopted this 8th day of MAY 2025.

VILLAGE OF PALM SPRINGS, FLORIDA BY:

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK
REVIEWED FOR FORM AND LEGAL SUFFICIENCY BY:

BY: _____
CHRISTY GODDEAU, VILLAGE ATTORNEY

Florida's Leader in Library and Specialty Furnishings since 1989.

R. GEORGE & ASSOCIATES, INC.

Boynton Beach, FL. 33426
brian@rgeorge.com
561.735.1258
www.rgeorge.com

QUOTATION

BILL TO:
PALM SPRINGS LIBRARY
CLAUDIA RUIZ
561-584-8350
217 CYPRESS LANE
PALM SPRINGS FL. 33461

QUOTE #:	25138B
DATE:	4/22/2025
PROJECT:	PALM SPRINGS LIBRARY
VENDOR #:	RGA
CONTRACT #:	56120000-24-NY-ACS
MANUFACTURER:	AURORA

LINE	ITEM	QTY	PRODUCT	UNIT LIST	LESS DISCOUNT	UNIT NET	TOTAL
A							
1		1	MJ1445LEP S/F End Panel, 44.5"H x 12" Laminate Finish: MATCHING GALAXY	$617.85	($315.11) *- 51%*	$302.74	$302.74
					A Subtotal:		$302.74
B							
2		3	MJ1493LEP S/F End Panel, 91"H x 12" Laminate Finish: MATCHING GALAXY	$664.30	($338.80) *- 51%*	$325.50	$976.50
					B Subtotal:		$976.50
C							
3		1	MJ1493LEP S/F End Panel, 91"H x 11" Laminate Finish: MATCHING GALAXY	$664.30	($338.80) *- 51%*	$325.50	$325.50
					C Subtotal:		$325.50
D							
4		3	MJ2345LEP D/F End Panel, 44.5"H x 22" Laminate Finish: MATCHING GALAXY	$642.90	($327.88) *- 51%*	$315.02	$945.06

LINE	ITEM	QTY	PRODUCT	UNIT LIST	LESS DISCOUNT	UNIT NET	TOTAL
						D Subtotal:	$945.06
E							
5		2	MJ2193LEP D/F End Panel, 91"H x 22" Laminate Finish: MATCHING GALAXY	$778.60	($397.09) *- 51%*	$381.51	$763.02
						E Subtotal:	$763.02
F							
6		2	MJ2393LEP D/F End Panel, 91"H x 19.5" Laminate Finish: MATCHING GALAXY	$778.60	($397.09) *- 51%*	$381.51	$763.02
						F Subtotal:	$763.02
G							
7		3	MJ2593LEP D/F End Panel, 91"H x 25.5" Laminate Finish: MATCHING GALAXY	$817.90	($417.13) *- 51%*	$400.77	$1,202.31
						G Subtotal:	$1,202.31
H							
8		2	MJ2793LEP D/F End Panel, 91"H x 22.25" Laminate Finish: MATCHING GALAXY	$778.60	($397.09) *- 51%*	$381.51	$763.02
						H Subtotal:	$763.02
J							
9		2	MJ2745LEP D/F End Panel, 44.5"H x 26.5" Laminate Finish: MATCHING GALAXY	$642.90	($327.88) *- 51%*	$315.02	$630.04
						J Subtotal:	$630.04
K							

LINE	ITEM	QTY	PRODUCT	UNIT LIST	LESS DISCOUNT	UNIT NET	TOTAL
10		12	MJ2793LEP D/F End Panel, 91"H x 22.5" Laminate Finish: MATCHING GALAXY	$778.60	($397.09) *- 51%*	$381.51	$4,578.12
						K Subtotal:	$4,578.12
L							
11		6	MJ2793LEP D/F End Panel, 91"H x 21.5" Laminate Finish: MATCHING GALAXY	$778.60	($397.09) *- 51%*	$381.51	$2,289.06
						L Subtotal:	$2,289.06
M							
12		2	MJ2793LEP D/F End Panel, 91"H x 26.5" Laminate Finish: MATCHING GALAXY	$817.90	($417.13) *- 51%*	$400.77	$801.54
						M Subtotal:	$801.54
13		1	MJSTOH STAND-OFF HARDWARE	$3,500.00	($1,785.00) *- 51%*	$1,715.00	$1,715.00
14		1	INSTALLATION	$5,500.00	$0.00 *%*	$5,500.00	$5,500.00
15		1	ADDITIONAL CUSTOMER DISCOUNTING TO MATCH PREVIOUS QUOTE	($2,490.87)	$0.00 *%*	($2,490.87)	($2,490.87)
						Subtotal:	$4,724.13

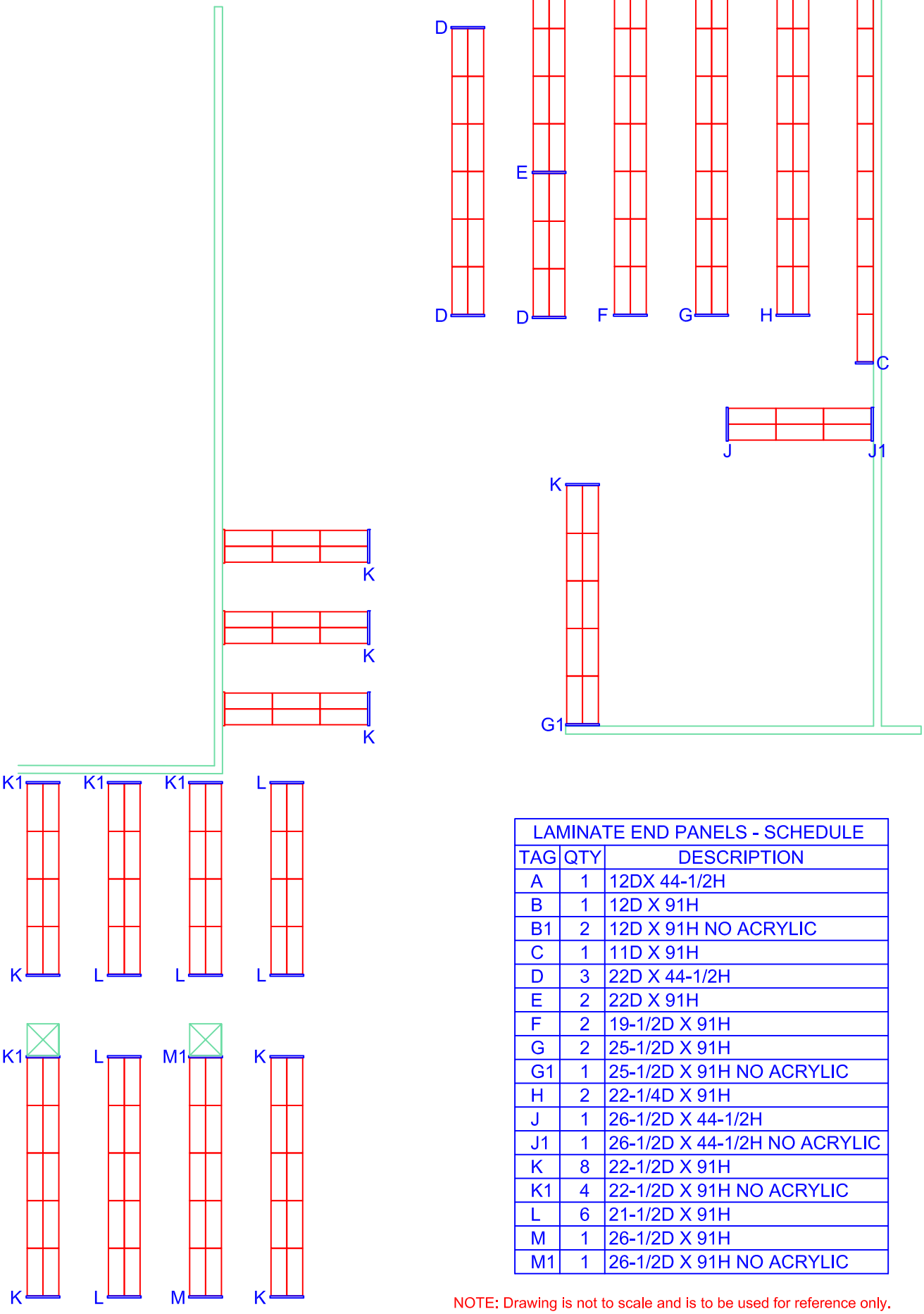
LINE	ITEM	QTY	PRODUCT	UNIT LIST	LESS DISCOUNT	UNIT NET	TOTAL

TOTAL DELIVERED & INSTALLED PRICE: $19,064.06

This quotation is valid for 30 Days

ACCEPTED BY: _____ DATE: _____

Palm Springs Public Library
The Village of Palm Springs, FL
R. George & Associates, Inc.
File: Palm Spgs PL 04.07.25



LAMINATE END PANELS - SCHEDULE		
TAG	QTY	DESCRIPTION
A	1	12DX 44-1/2H
B	1	12D X 91H
B1	2	12D X 91H NO ACRYLIC
C	1	11D X 91H
D	3	22D X 44-1/2H
E	2	22D X 91H
F	2	19-1/2D X 91H
G	2	25-1/2D X 91H
G1	1	25-1/2D X 91H NO ACRYLIC
H	2	22-1/4D X 91H
J	1	26-1/2D X 44-1/2H
J1	1	26-1/2D X 44-1/2H NO ACRYLIC
K	8	22-1/2D X 91H
K1	4	22-1/2D X 91H NO ACRYLIC
L	6	21-1/2D X 91H
M	1	26-1/2D X 91H
M1	1	26-1/2D X 91H NO ACRYLIC

NOTE: Drawing is not to scale and is to be used for reference only.

R. GEORGE & ASSOCIATES, INC.

P. O. Box 2854
Deland, FL
32721-2854

https://rgeorge.com/
(386)736-2326

Laminate End Panel

Date:
03.25.25

Rev. No.

PER FLORIDA STATE GUIDELINES
Planning and interior design services to be negotiated with dealer and are the property of R. George & Associates, Inc. with all rights reserved.

Village of Palm Springs

Executive Brief

AGENDA DATE: May 8, 2025

DEPARTMENT: IT

ITEM #21: Resolution No. 2025-32 Trifecta Network Switches

SUMMARY: The Village has a need to purchase an install Network switches and Routers due to the Police Expansion along with others within the Village. The Village has explored NCPA and Naspo Contracts to purchase these Network Switches and purchasing directly through Trifecta is in the Best Interest of the Village. The Village currently has 22 Network switches and Trifecta covers the lifetime warranty on them (approximately 7 years). A one-year warranty typically costs $350 per switch. By utilizing the Direct Purchase from Trifecta the Village saves money and extends the warranty for the life of the switch.

The Information Technology Department has received a quote from Trifecta in the amount of $83,036.00 to purchase and install twenty (20) Network Switches, which would include lifetime warranties on all Switches. This price is approximately 50% lower by purchasing directly from the Vendor rather than utilizing the aforementioned contracts. In addition, the Assistant Information Technology Director was able to negotiate a $500 savings on each Switch because we are purchasing in a large quantity.

The Village's Purchasing Code, Section 58-11, Best interest acquisitions, provides that the Village may acquire or contract for non-real property, goods or services without utilizing the competitive selection purchase requirements where the Village Council declares by at least a four-fifths (4/5) affirmative vote that the competitive selection process is not in the best interest of the Village. The Village Council shall make specific factual findings that support its determination, and such contracts shall be placed on the regular village council agenda. This provision may not be used to contract for goods or services which such a contract would exceed the limits set forth in F.S. §§ 287.055 or 255.20, as amended.

If approved, the Village would issue Trifecta LLC a purchase order with our terms and conditions. The total cost to purchase and install the Network Switches within the Village is $83,036.00. This funding was included within the FY 2025 Budget - General Fund as adopted. The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

The proposed quote was prepared by Trifecta LLC and reviewed by IT Assistant Director and the Finance Director.

FISCAL IMPACT:
$83,036.00 budgeted

ATTACHMENTS:

1. Resolution No. 2025-27 - Purchase 20 Network Switches - Trifecta
2. Trifecta Quote

RESOLUTION NO. 2025-27

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING THE MAYOR, AND/OR HER DESIGNEE, TO EXECUTE A PURCHASING AGREEMENT WITH TRIFECTA, LLC FOR THE PROCUREMENT OF TWENTY (20) NETWORK SWITCHES AND ROUTERS FOR THE VILLAGE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs must purchase twenty (20) Network Switches and routers due to the expansion of the Village; and

WHEREAS, per Purchasing Code Authority, Section 58-11, provides that the Village may acquire or contract for non-real property, goods or services without utilizing the competitive selection purchase requirements where the Village Council declares by at least a four-fifths (4/5) affirmative vote that the competitive selection process is not in the best interest of the Village. The Village Council shall make specific factual findings that support its determination, and such contracts shall be placed on the regular village council agenda. This provision may not be used to contract for goods or services which such a contract would exceed the limits set forth in F.S. §§ 287.055 or 255.20, as amended.; and

WHEREAS, it has been determined that it is in the best and most efficient interests of the Village to purchase twenty (20) Network Switches, to service the Village's, meet the Village standards from Trifecta, 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 quote attached hereto and incorporated herein as **Exhibit "A"**, the Village Council hereby authorizes the purchase with Trifecta, for twenty (20) Network Switches and Routers in the amount of $83,036.00.

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 to Trifecta.

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:

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

The Mayor thereupon declared the Resolution duly passed and adopted this _____ day of _____ 2025.

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

TRIFECTA NETWORKS

Trifecta Networks, LLC
4400 118th Ave North, Suite #305
Clearwater, FL 33762
(866)771-9785

Sales Quote

SQ-676061

4/24/2025

Customer	Contact	Ship To
Village of Palm Springs 226 cypress Ln Information Technolgy Dept Palm Springs, FL 33461 US	Thomas Cook 226 Cypress Lane Palm Springs, FL 33461 US 5619654010	Village of Palm Springs 226 Cypress Lane Attn: IT Department Palm Springs, FL 33461 US

Account	Terms	Expected Delivery Date	Account Manager		Ship VIA	P.O. #
258131 / Palm258131	Net 30	5/9/2025	Jason Ervin jason@trifectanetworks.com Ph# (813) 537-3033		FedEx Ground	

Line #	Manufacturer / Model / Description	Product Condition	Qty	Unit Price	Extended Amount
1	[redacted]	Trifecta 5 Star Certified	20	$2,499.00	$49,980.00
2	[redacted]	Trifecta 5 Star Certified	20	$0.00	$0.00
3	[redacted]	New	20	$0.00	$0.00
4	[redacted]	New	20	$0.00	$0.00
5	[redacted]	Trifecta 5 Star Certified	20	$495.00	$9,900.00
6	[redacted]	Trifecta 5 Star Certified	20	$359.00	$7,180.00
7	[redacted]	New	20	$0.00	$0.00
8	[redacted]	New	16	$150.00	$2,400.00
9	[redacted]	Trifecta 5 Star Certified	2	$6,788.00	$13,576.00
				SubTotal:	$83,036.00
				Est. Freight	$0.00
Memo :				Total Amount	$83,036.00

Models specifically redacted for security purposes.

eXEMPT pER F.S. 287

Village of Palm Springs

Executive Brief

AGENDA DATE: May 8, 2025

DEPARTMENT: Planning, Zoning & Building

ITEM #22: Resolution No.2025-30 - Site Development Plan (SPR25-03) and Special Exception Use (PSSE25-02) - Palm Springs Market Place - 3965 South Congress Avenue

SUMMARY: An application submitted by Palm Springs Market Place, LLC, ("Applicant and contract purchaser") for 3965 South Congress INC, for a Site Development Plan Amendment (SPR25-03) and concurrently requesting a Special Exception Use (PSSE25-02) to allow the construction of 10,879 square feet one-story retail center with a drive-thru coffee shop and a sit-down restaurant within the commercial property at 3965 South Congress.

The property was annexed into the Village on August 27, 2009, as a developed parcel, with a full-service station and a convenience store. Since 1997, the 1.56-acre property has been developed with a 3,223-square-foot convenience store building and eight (8) pump stations, which will be demolished and replaced with the proposed retail building.

Note: Currently, within the existing intersection, there are three gas stations, creating a vehicular-dominant use and a proliferation of the same type of use.

The proposed development project provides upscale building architecture, allowing for prominent retail and restaurant uses. The proposed development proposes improvements regarding landscaping, traffic trip reduction, and providing needed retail services to the neighborhood.

As part of the proposed project, the applicant requested two (2) variances, which were approved by the Planning and Zoning Board during their regular meeting on April 8, 2025:

1. PSV25-01 - Requesting variance relief from Section 34-1329 to allow the reduction of parking spaces (a reduction of 11 spaces).
2. PSV25-02 - Requesting variance relief from Section 13-1330 to reduce the number of loading zones from the required two spaces to one space.

Staff have found the proposed Special Exception Use to be generally consistent with the goals, objectives, and policies of the Village's Comprehensive Plan. The proposed use is generally consistent with the land development and zoning regulations and all other portions of the code. The proposed special exception use does not significantly reduce light and air to adjacent properties and would not be a deterrent to surrounding properties. The new project does not negatively impact natural systems.

The Planning & Zoning Board considered the proposed site plan and special exception use at their April 8, 2025, meeting and recommended approval.

Planning, Zoning & Building staff do not object to the proposed project and recommend conditional approval to facilitate the redevelopment of the property as depicted on the site plan.

FISCAL IMPACT:

The proposed development will enhance the village's assessed property valuation. Additionally, the new construction may have a positive effect on neighboring properties.

ATTACHMENTS:

1. Proposes Resolution No. 2025-30 Site Plan (SPR25-03) and Special Exception (PSSE25-02) - Palm Springs Market Place, LLC - 3965 South Congress Avenue
2. Exhibit "A" Staff Report
3. Justification Statements
4. Site Plan, Landscaping Plan and letters
5. Color Rendering

RESOLUTION NO. 2025-30

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, (APPROVING/DENYING), WITH CONDITIONS, A SITE PLAN, (SPR25-03) AND CONCURRENTLY REQUESTING A SPECIAL EXCEPTION USE (PSSE25-02) TO ALLOW THE CONSTRUCTION OF 10,879 SQUARE FEET RETAIL CENTER WITH A RESTAURANT AND A DRIVE-IN COFFEE SHOP AT 3965 SOUTH CONGRESS AVENUE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Palm Springs Market Place, LLC, ("Applicant and contract purchaser") request approval of a Site Plan (SPR25-03) and concurrently a Special Exception Use (PSSE25-02), to allow the construction of 10,879 square feet one-story retail center with a drive-thru coffee shop and a sit-down restaurant within the commercial property located at 3965 South Congress; and

WHEREAS, on April 8, 2025, the Planning and Zoning Board, acting in their quasi-judicial capacity, granted the Applicant two (2) variances as follows:

1) **Section 34-1329 - (PSV25-01)** to allow the reduction of parking spaces (a reduction of 11 spaces).
2) **Section 13-1330 - (PSV25-02)** to reduce the number of loading zones from the required two spaces to one space.

WHEREAS, the Village Council and Planning & Zoning Board ("Board") heard and considered the Site Plan and Special Exception Use at the Board's April 8, 2025, meeting, and the Board's recommendation has been transmitted to the Village Council; and

WHEREAS, the Village Council has heard this matter in a 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 Palm Springs Market Place, LLC, ("Applicant and contract purchaser"), for approval of Site Plan (SPR25-03), Special Exception Use (PSSE25-02) for the proposed retail building with two restaurants.

Note: Within the proposed Site Plan Amendment, the Applicant is requesting two (2) variances:

_____Having been otherwise fully apprised of the premises herein, the Village Council hereby 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 denies the application for the following reason(s):

_____
_____
_____

Section 2. This Resolution shall take effect immediately upon adoption.

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

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

The Mayor thereupon declared the Resolution duly passed and adopted this _____ day of _____2025.

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: Site Development Plan Amendment and Special Exception Use with two Variances – Palm Springs Market Plaza – Retail and Restaurant Building – 3965 South Congress Ave

Application Summary			
Applicant / Petitioner	Palm Springs Market Place, LLC	**Submittal Date**	11/06/2024
Reference Name	Palm Springs Market Place	**Case Number**	**SPR25-03, PSSE25-02 & PSV25-01, PSV25-02**
		Parcel Control No.	70-43-44-19-31-001-0000
Location	3965 South Congress Ave	**Site Area**	± 1.56 acres
P&Z Board	April 8, 2025	**Village Council**	May 8, 2025
Requests			
Proposed Use(s)	Site Development Plan Amendment and Special Exception Use to demolish the existing gas station and construct a new retail building with two restaurants consisting of a 10,879-square-foot one-story retail center with a drive-thru coffee shop and a sit-down restaurant within the property located at 3965 South Congress.		
Number of Buildings	One (1) one-story building – 10,879 square feet		
Variance	**APPROVED BY THE PLANNING & ZONING BOARD – 4/8/2025** **PSV25-01 –** Requesting a variance relief from Section 34-1329 to allow the reduction of parking spaces. **PSV25-02 -**Requesting variance relief from Section 13-1330 to reduce the number of loading zones from the required two spaces to one space.		

Parking			
Code	**Required**	**Provided**	**Meets Requirement**
Total Vehicular Parking	**Total Required -** 68 spaces **Retail Sales** - 1 Space/200 sf @ 8,185 sf = 41 **Restaurant & Coffee Shop** - 1 Space/100 sf or 1/3 seats @ 2694 sf = 27	57 spaces	No* Variance approved

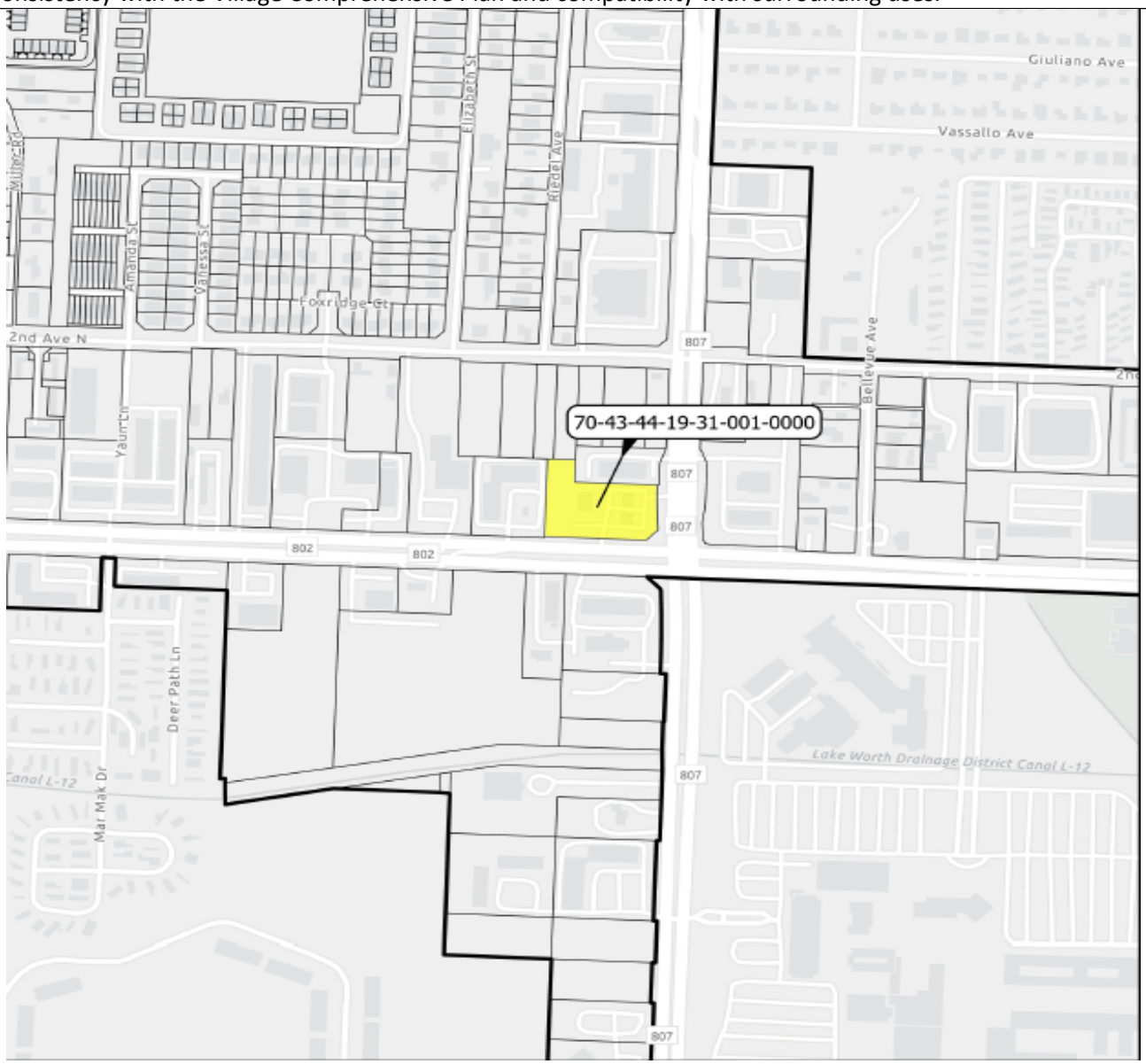
Setbacks			
Code	**Required Minimum**	**Proposed**	**Meets Requirement**
Front Yard (South)	50’	89’	Yes
Rear Yard (North)	20’	39’	Yes
Side Yard Corner (East)	25’	93’	Yes
Side Yard (West)	15’	63’	Yes

Site Characteristics			
Existing Use	Gas Station	**Proposed Use**	Retail and Restaurants
Existing Zoning	Commercial General (CG)	**Existing Future Land Use**	Commercial Renewal

Surrounding Existing Land Use, Future Land Use, and Zoning			
Direction	**Existing Use**	**Future Land Use**	**Zoning District**
North	Commercial Offices Building	Commercial Renewal	Commercial General (CG)
South	Gas Station	Commercial Renewal	Commercial General (CG)
East	Gas Station	Commercial Renewal	Commercial General (CG)
West	Commercial Offices Building	Commercial Renewal	Commercial General (CG)

Recommendation

Planning, Zoning & Building Staff recommends conditional approval of the proposed 10,879 square feet retail center with a restaurant and a drive-in coffee shop as depicted on the proposed site plan, based on consistency with the Village Comprehensive Plan and compatibility with surrounding uses.



I. Site History

- Ordinance 2004-31: Annexation

The property was annexed into the Village of Palm Springs on August 27, 2009, as a developed parcel with a service station and designated with the Land Development as Commercial General zoning district and Commercial Future Land Use.

II. Comprehensive Plan Consistency

The subject property's Future Land Use designation and Zoning are Commercial Renewal and Commercial General (CG), respectively. The proposed redevelopment project to demolish the existing building with the service stations and construct a new retail building with a restaurant and a drive-in coffee shop is consistent with the goals, objectives, and policies of the Village's Comprehensive Plan.

III. Variances Approved by the Planning & Zoning Board

The applicant is seeking the following variances:

1. **PSV25-01** – Requesting a variance relief from Section 34-1329 to allow the reduction of parking spaces from the required 68 parking spaces to 57 (a reduction of 11 spaces).
2. **PSV25-02** -Requesting variance relief from Section 13-1330 to reduce the number of loading zones from the required two spaces to one space.

The proposed project includes a 1,500 square foot coffee shop with a drive-through and a 1,194 square foot restaurant for a total of 2,694 square feet of restaurant facilities and 8,185 square feet of general retail space. The general retail space requires one parking space per 200 square feet. The 8,185 square feet / 200 requires 41 parking spaces. We have no objection to this code requirement. The restaurant code requirement has two options of one space per 100 square feet of floor area or one space per three seats. The coffee shop customers are drive-through users who do not require parking spaces. The seating capacity for the restaurant is 45 seats, equating to 15 parking spaces. Our request for variance is to use the seating capacity to regulate the required parking space instead of the gross floor area.

The proposed building's gross square footage does exceed 10,000 square feet by only 879 square feet. Due to the limited space on the site and the net building area being less than 10,000 square feet, we are confident that one oversized loading zone is sufficient for this site. The justification is as follows:

The applicant's full justification is hereto:

a. That special condition and circumstances exist which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures, or buildings in the same land development district.

The Village code has a broad definition of restaurant uses, referring back to this section, which uses the more restrictive analysis. The proposed coffee shop does not have seating, and the customers are drive-thru patrons who do not require any parking. The second restaurant will include seating inside the establishment and will be limited to 45 seats.

The minimum code loading zone size is 12' wide by 40' long. This site provides an oversized loading zone of 14' wide by 50' long. The oversized loading zone provides sufficient space for commercial vehicles to service the eight commercial bays.

b. That the special conditions and circumstances do not result from the actions of the applicant.

The applicant meets the remainder of the code section utilizing 1 space per 3 seats, which is more appropriate for this type of restaurant use.

The overall gross area may exceed 10,000 square feet, but the number of businesses remains eight. Reducing the building size below 10,000 square feet will not reduce the number of businesses for this particular site, thus, the additional loading zone does not improve the site's loading logistics.

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.

The variance does not give any special uses or privileges to the applicant. The variance only clarifies the type of restaurant use and why the parking calculations and loading zones used are more appropriate for the proposed restaurant and retail services.

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.

The literal interpretation creates a commercial development that is over-parked, creating a sea of asphalt that would be under-utilized and detrimental to the sustainability and viability of the project. The developer wishes to develop a vibrant retail center with multiple tenants with different product types that generate different peak hour intensities throughout the day that allowing for shared parking without parking issues.

e. *That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure.*

The parking reduction request is the minimum request because it meets the alternative restaurant requirements of 1 parking space per 3 seats per code.

The site does require a loading zone, and the oversized loading zone provided meets the intent of the code.

f. *That the granting of the variance will be in harmony with the general intent and purpose of this chapter.*

The variance allows modifications to the code to fit specific properties and uses. The proposed use has its own parking requirements that are met on-site. Modification of the site plan to meet the general parking and loading requirements would be detrimental to the overall site development.

g. *That such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.*

The granting of this variance request will not harm public welfare.

Staff does not object to the applicant's request based on the applicant's intent to redevelop the site, providing a retail center with a mix of uses in line with the Village's Vision and Comprehensive Plan. Staff agree that special circumstances are present due to the existing configuration of the land. Granting the variance will not confer on the applicant any privilege that is denied to other lands and will make reasonable use of the property. Granting the variances will be in harmony with the general intent and purpose of the applicant's requests and will not be injurious to the area involved or otherwise detrimental to public welfare.

IV. Lake Worth District CRA

The proposed project is consistent with the CRA goals and objectives as follows:

Goal I: Retain the small town feel for development.
The proposed retail center will consist of small businesses that cater to the local community. The retail center businesses include restaurants and retail-type businesses that could include services like dentists, coffee shops, cell phone stores, and general retail.

Goal II: Creation of Jobs.
The proposed retail center will showcase various local retail and restaurant businesses. Each business will generate multiple jobs that require local employees to work at their establishment. This aligns with the goals and objectives of the CRA.

Goal III: Identify key parcels for community-serving businesses.
Policy III.I: The CRA shall create a list of desired community-serving businesses.
The developer is actively seeking businesses to serve the local community. The owner will continue collaborating with the CRA to identify businesses that align with the desired use of the CRA.

Goal IV: Protect the residential uses adjacent to Lake Worth Road and Congress Avenue Corridors.
Objective IV.1: Attract and support neighborhood-oriented businesses that contribute to the adjacent stability of residential neighborhoods.
Policy IV.1: Types of uses and their environmental impact, such as noise, traffic, and hours of operation, shall be regulated through the Village's Land Development Regulations.

The proposed commercial uses are designed to serve the local residential community. The commercial uses will adhere to Village codes for hours of operation and allowable uses. The existing gas station will be removed, which results in a positive impact on the community by reduction of traffic trips, reduced noise, and possible environmental impacts sometimes caused by gas stations.

Goal V: Increase traffic safety on Lake Worth Road and Congress Avenue.
This project is located on the northwest corner of Lake Worth Road and Congress Avenue. The proposed design maintains the pedestrian sidewalks along both roadways. Recent construction of the intersection has improved traffic safety to include bike lanes and crosswalks. Pedestrian connections to the proposed building are included in our design.
The developer is open to additional pedestrian connections to adjacent properties in the future if the adjacent properties are developed in such a way as to promote connectivity.

V. Neighborhood Compatibility

1) The proposed project is located at the Northwest corner of Lake Worth Rd and South Congress Avenue, and it is located within the Lake Worth District CRA area.
2) Surrounding properties are a mix of residential and commercial uses.
3) The proposed project is on one of the most important corridors within the Village limits, Lake Worth Road, that connects the East and West portions of the County and surrounding cities.
4) Transit service is available through Palm Tran.
5) The proposed facility is a desirable use within the Commercial General zoning district.

VI. Regulatory Issues

- The site plan generally conforms to the property development standards of the CG district.
  1) The proposed project plan generally meets the required site development regulations.
  2) Proposed Site Plan meets the Traffic Performance Standards of Palm Beach County.
  3) The plans shall meet FDOT requirements.
  4) Permits from all applicable agencies, including but not limited to PBC Fire Rescue, FDOT, and the Village, are required prior to construction.
  5) Civil/Utility plans shall be approved by the Village's Engineer and the Village's Utility Department.

VII. Environmental Issues:

There are no environmental (wetlands, floodplains, etc.) issues identified.

VIII. Community Outreach/ Notification

- The subject property was posted on March 28, 2025.
- Public Notification letters were mailed to all property owners within a 300' radius of the subject property on March 28, 2025.
- A legal advertisement was published in the paper on March 28, 2025.
- Staff have not received any inquiries or comments because of the notices.

IX. Proposed Development Plan Details

The petitioner's development plans dated received on November 6, 2024, depict the following:

- An application submitted for a Site Plan, Special Exception, and 2 variances for the redevelopment of the existing commercial property to be converted into a mix of retail and restaurant uses.
    1. Site Plan received November 6, 2024, revised and resubmitted on March 21, 2025.
    2. Landscape plans received November 6, 2024, revised and resubmitted on March 21, 2025.
    3. Preliminary Engineering plans received November 6, 2024, revised and resubmitted on March 21, 2025.
    4. Architectural plans.
    5. Photometric plans.
    6. Justification statement and project narrative of the proposed use.
    7. Color rendering

X. Recommendation

The applicant is requesting a site development plan amendment and special exception use to allow the redevelopment of the property from a gas station with a convenience store to a 10,879 square feet commercial center, including 1,500 sf coffee shop with drive-through, a 1,194 sit sit-down restaurant, and 8,185 sf retail spaces.

Additionally, two variances were approved by the Planning & Zoning Board:

1. A parking reduction from 68 parking spaces to 57 spaces.
2. Provide one larger loading zone instead of the two required.

Planning, Zoning & Building Staff have conducted a review of the application and found the proposed project to be consistent with goals, objectives, and policies of the Village's Comprehensive Plan. The proposed project is generally consistent with the Land Development and zoning regulations, CRA, and all other portions of the code. The proposed uses do not significantly reduce light and air on adjacent properties and would not be a deterrent to surrounding properties. The new project does not negatively impact natural systems. The proposed project will improve the aesthetics of the Lake Worth and South Congress corridors.

Planning, Zoning & Building Staff recommends conditional approval of the proposed project subject to the following thirty-seven (37) conditions below:

1. Build out date December 31, 2028.
2. The special exception approval shall be implemented within 18 months of Council approval.
3. Site plan approval is valid within 24 months of Council approval.
4. A Utility/Civil Plan shall be approved by the Village Engineer and the Village Utility Department **at the time of permitting**.
5. Hours of operation shall be according with the Village's Land Development Regulation Section 34-891.
6. No overnight parking shall be permitted.
7. The future connectivity to the property to the north is contingent upon the applicant's best efforts to obtain a cross-access agreement with the property owner(s). The cross-access shall be implemented/executed at the time of the development of that property.
8. No outdoor seating area shall be permitted. If an outdoor seating area is desired in the future, a site plan amendment shall be requested.
9. No outdoor storage shall be allowed.
10. Any monument signs and wall signs shall follow the Village's Land Development Regulations.
11. A root barrier shall be provided on trees that are within 12' of utility lines.
12. Driveways along Lake Worth Road and South Congress Avenue shall be constructed accordingly with FDOT

requirements.

13. Any existing or proposed utility easements shall not overlap more than 5' the landscaped buffer.
14. Civil/Utility plans need to be reviewed and approved by the Village's Engineer **at the time of the site work permit**.
15. Any existing or proposed utility box/cabinet shall be screened from view. Staff recommend wrapping the cabinet/box with an appropriate design for the existing/proposed location.
16. The construction dumpster shall be only provided by Waste Pro USA who is under franchise Agreement with the Village.
17. Photometric plans shall be approved by the Planning, Zoning and Building Department **at time of permitting**.
18. Landscaped areas shall be irrigated, including but not limited to buffer, islands, planter boxes, etc.
19. Dumpsters shall be screened according to the Village's Land Development Regulations.
20. Irrigation plans shall be provided **at the time of permitting**. Non-potable water shall be used for the irrigation.
21. Provide permits from all applicable permitting agencies, including but not limited to, FDOT, PBC Fire Rescue and Village of Palm Springs **at the time of permitting**.
22. The property owner shall register an Agent of Record, prior to the issuance of a building permit, to establish a contact person responsible for compliance with this Development Order, including site plan/landscape plan details and conditions of approval.
23. All mechanical equipment and above-ground infrastructure shall be screened from view.
24. PD suggestions & comments for Palm Springs Marketplace shall be addressed **prior to Council consideration**. Drive-thru stacking concerns: evaluate the drive-thru queuing capacity to ensure it doesn't spill onto Congress Ave. Pre-ordering kiosks or employees run drive-thru orders during busy periods. Ensure ingress and egress points minimize conflicts with traffic along Congress Ave. Suggest future connectivity to the adjacent parcels for traffic distribution and pedestrian access.
25. The Applicant may be required to undertake additional security measures, based on the number of complaints, or calls for service for incidents at the premises, as determined by the Police Chief. Such additional security measures, as approved by the Police Chief, may include increased on-site security at the operator's sole expense.
26. Verify utility and easement locations to ensure that there are no conflicts with landscaping, revise **at the time of permitting** as needed.
27. All new electric utilities shall be underground.
28. A pre-construction meeting shall be scheduled with the Village Planning, Zoning & Building Development Department prior to commencement of any construction activity. Permits are required from the Planning, Zoning & Building Department prior to commencing any construction or renovation. The project shall be constructed in accordance with the FBC edition in effect **at the time of permitting**.
29. Any sidewalk broken or damaged during construction shall be replaced by the contractor **prior to CO**.
30. The Landscaping shall be certified by the Landscape Architect upon completion and **prior to Certificate of Occupancy/Certificate of Completion** of each improvement area.
31. Absolutely no occupancy, other than construction personnel, is permitted **prior to TCO/CO**.
32. Photometrics must be certified by an engineer **prior to CO**.
33. The civil engineer of record shall certify the site construction **prior to Certificate of Occupancy**.
34. The applicant may be required to provide a resident inspector for structural elements such as concrete pours in accordance with Section 109.1.3 FBC 2010 and F.S. 553.791. Determination shall be made at time of pre-construction conference with Planning Zoning and Building Director.
35. Palm Beach County "Digital Inclusion infrastructure" (broadband antenna and related facilities) shall be accommodated on the property (if location is determined to be desirable for broadband coverage by Palm Beach County or School District of Palm Beach County), prior to **Certificate of Completion**, and property owner shall voluntarily serve as a program partner (easement/agreement, electric) through the life of the program.
36. The General Contractor shall be on site during all construction activity in accordance with FS 489.1195.
37. **At the time of CO**, the petitioner shall provide the Planning, Zoning and Building Department with electronic copies of as-builts.

HSQ GROUP, LLC.
Consulting Engineers • Planners • Surveyors
1001 Yamato Road, Suite 105
Boca Raton, Florida 33431
(561) 392-0221 Phone • (561) 392-6458 Fax

March 14, 2025

Village of Palm Springs
226 Cypress Lane
Palm Springs, Fl 33461

Re:	Project Name:	**PALM SPRINGS MARKET PLACE**
	Project process:	**SITE PLAN APPROVAL**
	HSQ Project Number:	**240210**
	Location:	**Village of Palm Springs, Palm Beach County**

Dear All:

OVERVIEW:

Palm Springs Market Place, LLC. ("Petitioner") is the contract purchaser of the 1.58-acre parcel generally located on the Northwest corner of Congress Avenue and Lake Worth Road in the Village of Palm Springs ("Village"). The Parcel referred to herein as the "Property" and are further identified by the folio number is 704344193100100000 is currently owned by 3965 South Congress, Inc. Legal Description of Property is Parcel A, Hess-Congress-Lake Worth plat as recorded in Plat Book 92, Page 49, Palm Beach County records, Florida.

The Property has a future land use designation of Commercial and is currently zoned Commercial CG District. Petitioner is proposing to develop the Property with a commercial retail use referred to as ("Project").

The existing property has been a gas station since 1997. A 3,223 square foot building is on the property.

At this time, Petitioner is also seeking site plan approval for a 10,879 square foot one story retail center with drive thru component for a coffee shop or similar use. The existing gas station and associated uses will be demolished and removed from the site.

SITE DENSITY:

This property consists of 1.58 (68,922 SF) acres of land. The proposed 10.879 SF is 16% of the site and a FAR of 0.16. The maximum allowable FAR is 0.50. CG zoning does not have a maximum lot coverage requirement.

The surrounding uses are as follows:

North (CG zoning)	Retail building
South (CG zoning)	Gas station
East (CG zoning)	Gas station
West (CG zoning	Retail building.

BUILDING ARCHITECTURE:

The proposed building on the site is a one-story commercial retail style building with a front overhang over the sidewalk. The front façade undulates giving it a 3D impression and the roof line articulates vertically over each tenant space to give specialized expression for each retail user. The color pallet is earth tones with a mixture of surface materials to provide an upscale modern look to the building. The building is situated on the site to provide the back of house facing North away from the two fronting streets. The drive thru lane is also on the North and West sides of the building away from the streets to minimize the views of the drive thru lanes from passerby traffic. Please see attached building elevations for more information.

SITE ACCESS, PARKING AND TRAFFIC:

Access to the property is from Lake Worth Road and S. Congress Avenue. The existing gas station has two platted access points from the adjacent roads. Per our pre-application meeting with FDOT the two proposed drive locations have been moved farther away from the intersection of Lake Worth Road and South Congress Avenue. Please see attached FDOT access letter. The platted limited access openings require modification to allow the new access locations and close the current locations. The internal traffic patterns consist of one-way traffic counterclockwise. The design forces vehicles to travel around the building to either access parking stalls or the drive thru facility. This design minimized stacking issues at the access locations and increases parking spaces. A parking study is provided to show the proposed uses to include a coffee shop with drive thru and other retail tenants has the appropriate amount of parking for the site since the peak hour visitors for each use differs throughout the day and the coffee shop majority patrons are drive thru uses. Please see attached parking study. A drive thru queuing analysis is attached indicating 12 car stacking is sufficient for this site. The code require 5 car stacking, but the developer wishes to increase it to 12 cars to ensure no stacking issues on site or spilling into the adjacent roadways. The existing gas station has significantly more vehicular trips generating 3532 trips per day per ITE calculations. The proposed use generates 1,996 trips per day resulting in a decrease in 1,536 trips per day. Please see the traffic statement for more information.

DRAINAGE AND FEMA:

The overall existing site currently consists of a building, pavement, dry detention area and exfiltration trench to meet the SFWMD drainage requirements. The proposed design is similar to drainage design with building, dry detention area and exfiltration trench. The FEMA flood map indicates Zone X. The proposed finish floor 14.00 NAVD which is above the SFWMD C-51 basin rule of 12.10 NAVD. Please see drainage calculations for more information.

BUFFERS AND SETBACKS:

The existing site has platted 15’ landscape buffers on Lake Worth Road (South side) and S. Congress Avenue (East side). The site has existing 5’ platted buffers on the West and North sides adjacent to the commercial properties. The proposed site plan maintains those buffers and will maintain most of the mature trees along the property line. The buffers will be enhanced to meet today’s landscape code. Please see attached landscape plans for more information. The building setbacks are as follows:

Setback side	Code requirement (min.)	Provided
North (rear)	20’	39’
West (side)	15’	66’
South (front)	50’	88’
East (side)	25’	89’

HSQ GROUP, LLC.
Consulting Engineers • Planners • Surveyors
1001 Yamato Road, Suite 105
Boca Raton, Florida 33431
(561) 392-0221 Phone • (561) 392-6458 Fax

UTILITIES:

The water and sewer are provided by the Village of Palm Springs. The property has existing water and sewer services to the gas station that will be modified for the retail center. The building will be fire sprinkled serviced by the water main on S. Congress Avenue. The property has existing fire hydrants located on the adjacent streets to remain and serve the proposed development.

CONCLUSION:

The existing intersection has three gas stations creating a vehicular dominant use and feel. The proposed retail development provides an upscale building architecture allowing for prominent retail uses. The proposed development will improve landscaping, reduce traffic trips and provide needed retail services to the neighborhood.

If you have any questions or require additional information, please do not hesitate to call our office.

Sincerely,
HSQ GROUP, INC.

Jay Huebner, P.E., A.I.C.P.

HSQ GROUP, LLC.
Consulting Engineers • Planners • Surveyors
1001 Yamato Road, Suite 105
Boca Raton, Florida 33431
(561) 392-0221 Phone • (561) 392-6458 Fax

March 14, 2025

Village of Palm Springs
226 Cypress Lane
Palm Springs, Fl 33461

Re:	Project Name:	**PALM SPRINGS MARKET PLACE**
	Project process:	**Parking/ loading Variance application**
	HSQ Project Number:	**240210**
	Location:	**Village of Palm Springs, Palm Beach County**

Dear All:

OVERVIEW:

Palm Springs Market Place, LLC. ("Petitioner") is the contract purchaser of the 1.58-acre parcel generally located on the Northwest corner of Congress Avenue and Lake Worth Road in the Village of Palm Springs ("Village"). The Parcel referred to herein as the "Property" and are further identified by the folio number is 704344193100100000 is currently owned by 3965 South Congress, Inc. Legal Description of Property is Parcel A, Hess-Congress-Lake Worth plat as recorded in Plat Book 92, Page 49, Palm Beach County records, Florida.

The Property has a future land use designation of Commercial and is currently zoned Commercial CG District. Petitioner is proposing to develop the Property with a commercial retail use referred to as ("Project").

The existing property has been a gas station since 1997. A 3,223 square foot building is on the property.

At this time, Petitioner is also seeking site plan approval for a 10,879 square foot one story retail center with drive thru component for a coffee shop or similar use. The existing gas station and associated uses will be demolished and removed from the site.

SITE DENSITY:

This property consists of 1.58 (68,922 SF) acres of land. The proposed 10,879 SF is 16% of the site and a FAR of 0.16. The maximum allowable FAR is CG is 0.50. CG zoning does not have a maximum lot coverage requirement.

The surrounding uses are as follows:

North (CG zoning)	Retail building
South (CG zoning)	Gas station
East (CG zoning)	Gas station
West (CG zoning	Retail building.

BUILDING ARCHITECTURE:

The proposed building on the site is a one-story commercial retail style building with a front overhang over the sidewalk. The front façade undulates giving it a 3D impression and the roof line articulates vertically over each tenant space to give specialized expression for each retail user. The color pallet is earth tones with a mixture of surface materials to provide an upscale modern look to the building. The building is situated on the site to provide the back of house facing North away from the two fronting streets. The drive thru lane is also on the North and West sides of the building away from the streets to minimize the views of the drive thru lanes from passerby traffic. Please see attached building elevations for more information.

SITE ACCESS, PARKING AND TRAFFIC:

Access to the property is from Lake Worth Road and S. Congress Avenue. The existing gas station has two platted access points from the adjacent roads. Per our pre-application meeting with FDOT the two proposed drive locations have been moved farther away from the intersection of Lake Worth Road and South Congress Avenue. Please see attached FDOT access letter. The platted limited access openings require modification to allow the new access locations and close the current locations. The internal traffic patterns consist of one-way traffic counterclockwise. The design forces vehicles to travel around the building to either access parking stalls or the drive-through facility. This design minimized stacking issues at the access locations and increased parking spaces. A parking study is provided to show the proposed uses to include a coffee shop with a drive-through and other retail tenants have the appropriate amount of parking for the site since the peak hour visitors for each use differs throughout the day and the coffee shop majority patrons are drive thru uses. Please see attached parking study. A drive through queuing analysis is attached indicating 12 car stacking is sufficient for this site. The code requires 5 car stacking, but the developer wishes to increase it to 12 cars to ensure no stacking issues on site or spilling into the adjacent roadways. The existing gas station has significantly more vehicular trips generating 3532 trips per day per ITE calculations. The proposed use generates 1,996 trips per day resulting in a decrease in 1,536 trips per day. Please see the traffic statement for more information.

BUFFERS AND SETBACKS:

The existing site has platted 15’ landscape buffers on Lake Worth Road (South side) and S. Congress Avenue (East side). The site has existing 5’ platted buffers on the West and North sides adjacent to the commercial properties. The proposed site plan maintains those buffers and will maintain most of the mature trees along the property line. The buffers will be enhanced to meet today’s landscape code. Please see the attached landscape plans for more information. The building setbacks are as follows:

Setback side	Code requirement (min.)	Provided
North (rear)	20’	39’
West (side)	15’	66’
South (front)	50’	88’
East (side)	25’	89’

VARIANCE REQUEST:

A variance request to modify the required parking on the property per section 34-239 of the Village code related to parking code section 34-1329(5) and associated required loading zones per 34-1330(c))(2):

HSQ GROUP, LLC.
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Boca Raton, Florida 33431
(561) 392-0221 Phone • (561) 392-6458 Fax

Restaurants (fast food). One parking space per three seating accommodations, or one parking space per 50 square feet of gross floor area, whichever is more restrictive. The stacking lane and bypass lane requirements for other drive-in, drive up and walkup facilities shall apply.

Every commercial, institutional or similar type of building or use that requires the receipt of, or distribution by vehicle of, materials or merchandise shall have permanently maintained off-street loading spaces that do not hinder the free movement of vehicles and pedestrians, and which meet the following requirements:(1)Buildings or uses containing up to 10,000 square feet of gross floor area shall require one off-street loading space. (2) buildings or uses containing between 10,000 square feet and 20,000 square feet of gross floor area shall require two off-street loading spaces.

The proposed use includes a 1,500 square foot coffee shop with drive through and a 1,194 square foot restaurant for a total of 2,694 square feet restaurant facilities and 8,185 square feet of general retail space. The general retail space code requires one parking space per 200 square feet. The 8,185 square feet / 200 requires 41 parking spaces. We have no objection to this code requirement. The restaurant code requirement has two options of one space per 100 square feet of floor area requiring 27 parking spaces or one space per three-seating accommodation. The coffee shop customers are predominantly drive-through users which do not require parking spaces. The seating accommodations for the restaurant has 45 seats equating to 15 parking spaces. Our variance request is to use the seating capacity to regulate the required parking instead of the gross floor area. The proposed building gross square footage does exceed the 10,000 square feet by only 879 square feet. Due to the limited space on the site and the net building area is less than 10,000 square feet we are confident one oversized loading zone is sufficient for this site. The justification per code is as follows:

A. *Those special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structure, or buildings in the same planning, building and zoning district.*
The Village code has a broad definition of restaurant uses referring back to this section which uses the more restrictive analysis. The coffee shop doesn't proposed to have seating because the majority of the customers are drive thru patrons which does not require any parking. The second restaurant will include seating inside the establishment and will be limited to 45 seats. The minimum code loading zone size is 12' wide by 40' long. This site provides an oversized loading zone of 14' wide by 50' long. The oversized loading zone provides sufficient space for commercial vehicles to service the eight commercial bays.

B. *That the special conditions and circumstances do not result from the actions of the applicant.*
The applicant meets the remainder of the code section utilizing 1 space per 3 seats which is more appropriate for this type of restaurant use. The overall gross area may exceed 10,000 square feet, but the number of businesses remains eight. Reducing the building size below 10,000 square feet will not reduce the number of businesses for this particular site thus the additional loading zone does not improve the site loading logistics.

C. *Granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, buildings, or structures in the same planning, building & zoning district.*

The variance does not give any special uses are privileges to the applicant. The variance only clarifies the type of restaurant use and why the parking calculations and loading zones used are more appropriate for the proposed restaurant and retail services.

D. *The literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same Planning, Building & Zoning district under the terms of this chapter and would work unnecessary and undue hardship on the applicant.*
The literal interpretation creates a commercial development that is over parked creating a sea of asphalt that would be under-utilized and detrimental to the sustainability and viability of the project. The developer wishes to develop a vibrant retail center with multiple tenets with different product types that generate different peak hour intensities throughout the day that allows for shared parking without parking issues.

E. *That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure.*
The parking reduction request is the minimum requirement request because it meets the alternative restaurant requirements of 1 parking space per 3 seats per code. The site does require loading zone and the oversized loading zone provided meets the intent of the code.

F. *The granting of the variance will be in harmony with the general intent and purpose of this chapter.*
The variance allows modifications to the code to fit specific properties and uses. The proposed use has its own parking requirements that are met on site. Modification of the site plan to meet the general parking and loading requirements would be detrimental to the overall site development.

G. *The variance will not be injurious to the area involved or otherwise detrimental to the public welfare.*
The granting of this variance request has not negative impact to public welfare.

CONCLUSION:

The existing intersection has three gas stations creating a vehicular dominant use and feel. The proposed retail development provides an upscale building architecture allowing for prominent retail uses. The proposed development will improve landscaping, reduce traffic trips and provide needed retail services to the neighborhood. The proposed site plan layout purposefully designed with a coffee shop as the anchor to the shopping center with a drive through designed with ample vehicular stacking. The tenant use allows for multiple types of businesses that have different peak hour parking requirements. This allows for shared parking to maximize the use of the site and provide for a sustainable future. Please see the parking study for more information.

If you have any questions or require additional information, please do not hesitate to call our office.

Sincerely,
HSQ GROUP, INC.

Jay Huebner, P.E., A.I.C.P.

HSQ GROUP, LLC.
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Boca Raton, Florida 33431
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March 27, 2025

Village of Palm Springs
226 Cypress Lane
Palm Springs, Fl 33461

Re:	Project Name:	**PALM SPRINGS MARKET PLACE**
	Project process:	**SITE PLAN APPROVAL LAKE WORTH ROAD CRA JUSTIFICATION**
	HSQ Project Number:	**240210**
	Location:	**Village of Palm Springs, Palm Beach County**

Dear All:

OVERVIEW:

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(561) 392-0221 Phone • (561) 392-6458 Fax

LAKE WORTH ROAD CRA:

The proposed project is consistent with the CRA five key goals as follows:

Improve utilities and infrastructure
Expanding job development and economic growth
Enhancing public safety
Increasing and maintaining workforce housing
Advancing the partnership with Palm Beach County

The proposed project consists of commercial retail shoppes and restaurants that promote economic growth by providing multiple businesses located in the CRA boundary. These businesses require local workforce employment, thus creating jobs for the CRA area. This is an improvement compared to the existing gas station consisting of only a few employees managing the station. The proposed site plan provides pedestrian connectivity to Lake Worth Road and Congress Avenue and to the adjacent neighboring businesses. The site includes bike racks, handicap parking and lush landscaping promoting public safety. The property will remove the existing utilities and gas station infrastructure and replace it with new utilities and infrastructure supporting the commercial development.

LAKE WORTH ROAD GOALS AND OBJECTIVES:

The proposed commercial redevelopment is consistent with the CRA goals and objectives as follows:

Goal I: retain the small town feel for development. The proposed retail center will consist of small businesses that cater to the local community. The retail center businesses include restaurants and retail type businesses that could include services like dentists, coffee shops, cell phones stores and general retail.

Goal II: Creation of Jobs: The proposed retail center will include several local retail/ restaurant businesses. Each business will have multiple jobs requiring local employees to work at the establishment. This promotes the goals and objectives of the CRA.

Policy III.I: The CRA shall create a list of desired community-serving businesses. The developer is active looking for businesses to serve the local community. The owner will continue with the CRA to find businesses that meet the desired use of the CRA.

Goal IV: Protect the residential uses adjacent to Lake Worth Road and Congress Avenue Corridors:
Objective IV.1: Attract and support neighborhood-oriented businesses that contribute to the adjacent stability of residential neighborhoods.
Policy IV.1: Types of uses and their environmental impact, such as noise, traffic and hours of operation shall be regulated through the Village's Land Development Regulations.
The proposed commercial retail/ restaurant uses are designed to serve the local residential community. The commercial uses will adhere to Village codes for hours of operation and allowable uses. The existing gas station will be removed, which results in a positive impact to the community by reduction of traffic trips, reduced noise and possible environmental impacts sometimes caused by gas stations.

Goal V: Increase traffic Safety on Lake Worth Road and Congress Avenue.

This project is located on the northwest corner of Lake Worth Road and Congress Avenue. The proposed design maintains the pedestrian sidewalks along both roadways. Recent construction of the intersection has improved the traffic safety to include bike lanes and crosswalks. Pedestrian connections to the proposed building are included in our design. The developer is open to additional pedestrian connections to adjacent properties in the future if the adjacent properties are developed in such a way to promote connectivity.

CONCLUSION:

The existing intersection has three gas stations creating a vehicular dominant use and feel. The proposed retail development provides an upscale building architecture allowing for prominent retail uses. The proposed development will improve landscaping, reduce traffic trips and provide needed retail services to the neighborhood.

If you have any questions or require additional information, please do not hesitate to call our office.

Sincerely,
HSQ GROUP, INC.

Jay Huebner, P.E., A.I.C.P.

PALM SPRINGS MARKET PLACE

PALM BEACH COUNTY, FLORIDA

PALM SPRINGS MARKET PLACE, LLC.

INDEX OF PLANS

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S-1	SURVEY
A	RENDERING
A1	FLOOR PLANS
A2	ELEVATIONS
A3	DUMPSTER / RECYCLE ENCLOSURE
A4	BUILDING ROOF PLAN
TDP-1.0	TREE DISPOSITION PLANS
TDP-1.1	TREE DISPOSITION CHARTS & DETAILS
TDP1.2	TREE RELOCATION PLAN
LNP-1.0	LANDSCAPE PLAN
LNP-1.1	LANDSCAPE CALCULATIONS & DETAILS
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C-1	CONCEPTUAL ENGINEERING PLAN
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PH-1	PHOTOMETRICS
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WSD-1	WATER AND SEWER DETAILS
WSD-2	WATER AND SEWER DETAILS
WSD-3	WATER AND SEWER DETAILS

LOCATION MAP

SCALE: 1" = 300'

DEVELOPER:

PALM SPRINGS MARKET PLACE, LLC.
C/O KEN HARRIS
1701 S. OLIVE AVE
WEST PALM BEACH, FL 33401
(561) 301-0875

PLANNER:

HSQ GROUP, LLC.
1001 YAMATO ROAD
SUITE 105
BOCA RATON, FL 33431
(561) 392-0221

ARCHITECT:

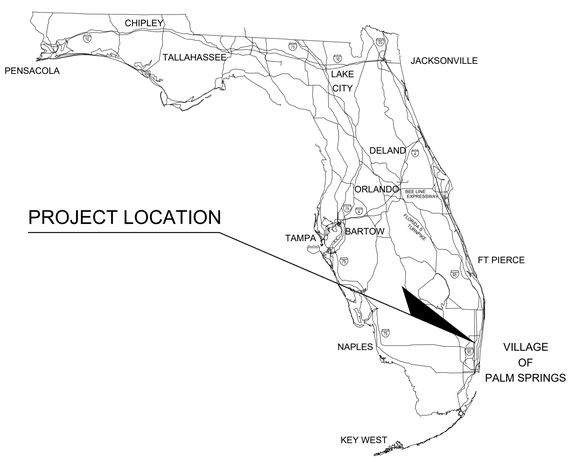
CHARETT INTERNATIONAL
ARCHITECTURE
551 NW 77TH ST.
SUITE 107
BOCA RATON, FL 33487
(561) 756-6094

CIVIL ENGINEER:

HSQ GROUP, LLC.
1001 YAMATO ROAD
SUITE 105
BOCA RATON, FL 33431
(561) 392-0221

LANDSCAPE ARCHITECT:

MILLER LEGG
13680 NW 5TH STREET, SUITE 200
SUNRISE, FL 33325
(954) 436-7000



SITE PLAN

HSQ GROUP, LLC.
Engineers · Planners · Surveyors
1001 Yamayo Road, Suite 105
Boca Raton, Florida 33431 · 561.392.0221
C26258 · LB7924

LEGAL DESCRIPTION:

PARCEL A, HESS-CONGRESS-LAKE WORTH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 92, PAGE 49, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL NUMBER: 70-43-44-19-31-001-0000

NOTES:

THE PROPOSED WORK HAS BEEN DESIGNED IN ACCORDANCE WITH ALL APPLICABLE, FEDERAL, STATE, COUNTY AND VILLAGE CODES AND REGULATIONS HAVING JURISDICTION. IF ANY DISCREPANCIES EXIST BETWEEN THE PLANS/ SPECIFICATIONS PREPARED BY THE DESIGNER AND THE VILLAGE CODE AND/OR THE VILLAGE STANDARD DETAILS, THE LATER SHALL GOVERN OR THE MOST STRINGENT.

ALL VEGETATION, MUCH, AND ANY DELETERIOUS MATERIAL WITHIN THE ROW LIMITS OF ALL STREETS AND ALLEYS AND REQUIRED OFF-STREET PARKING AREAS MUST BE REMOVED AND REPLACED WITH CLEAN FILL MATERIAL FREE OF STUMPS, LARGE ROOTS OR OTHER MATERIAL NOT SUITABLE FOR INCLUSION IN ROADWAY FILL.

OWNERSHIP AND MAINTENANCE OF THE SANITARY SYSTEM BY THE VILLAGE IS LIMITED TO THE MAINS FROM MANHOLE TO MANHOLE AND EXPRESSLY EXCLUDES SEWER LATERAL SERVICES. THE SEWER LATERAL SERVICE FROM GRAVITY MAIN INTO THE BUILDING IS TO BE MAINTAINED BY THE PROPERTY OWNER.

ENGINEER'S CERTIFICATION

THESE PLANS WERE PREPARED UNDER MY DIRECTION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF COMPLY WITH THE INTENT OF THE MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS AS ADOPTED BY THE STATE OF FLORIDA LEGISLATURE, CHAPTER 72-328 F.S.

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY JAY HUEBNER, P.E., USING A DIGITAL SIGNATURE.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

NO	DATE	BY	REVISIONS

HSQ GROUP, LLC.
Engineers · Planners · Surveyors
1001 Yamato Road, Suite 105
Boca Raton, Florida 33431 · 561.392.0221
C26258 · LB7924

PALM SPRINGS MARKET PLACE

COVER SHEET

DATE:	02/24
DESIGNED BY:	JH
DRAWN BY:	ZT
CHECKED BY:	JH

JAY HUEBNER LICENSE No 54615 STATE OF FLORIDA PROFESSIONAL ENGINEER

DATE: Mar 17, 2025
JAY HUEBNER, P.E.
FLORIDA REGISTRATION NO. - 54615

PROJECT:	240210
SHEET:	CS-1

Use for future connectivity

PCN: 70-43-44-19-14-002-0090
PCN: 70-43-44-19-14-002-0111
OWNER: PROLACTO MICH INC
MILLERS ADDITION
P.B. 16, PG. 16, P.B.C.R.

PCN: 70-43-44-19-14-003-0140
OWNER: BALAOURAS ELEFTHERIA TRUST
MILLERS ADDITION
P.B. 16, PG. 16, P.B.C.R.
COMMERCIAL ZONING CG

MILLERS ADDITION
PCN: 70-43-44-19-14-003-0211
OWNER: LAKE WORTH ROAD PLAZA LLC
P.B. 16, PG. 16, P.B.C.R.
COMMERCIAL ZONING CG

COMMERCIAL ZONING CG

COMMERCIAL ZONING CG

S. CONGRESS AVENUE

LAKE WORTH ROAD

RELOCATED 6' CHAIN-LINK FENCE AT PROPERTY LINE
FUTURE CONNECTIVITY GATE
EXIST. SAN. SEWER MANHOLE
EXIST. BUILDING
5' UTILITY EASEMENT
FUTURE CONNECTIVITY PATH
PROP. DUMPSTER
EXIST. 6' CHAIN-LINK FENCE TO BE RELOCATED TO PROPERTY LINE
PROP. TYPE 'D' CURB (TYP.)
4" WHITE
5' LANDSCAPE BUFFER PER P.B. 92, PG. 49 P.B.C.R.
WHITE DIRECTIONAL PAVEMENT ARROWS (TYP.)
RIGHT TURN ONLY SIGN
EXIST. 10' LANDSCAPE BUFFER
RELOCATED 6' CHAIN-LINK FENCE AT PROPERTY LINE
EXIST. 6' CHAIN-LINK FENCE TO BE RELOCATED TO PROPERTY LINE
EXIST. EDGE OF PAVEMENT
181' BETWEEN DRIVEWAY ACCESS LOCATIONS
EXIST. WATER METER
PROP. FIRE DEPARTMENT CONNECTION
STOP SIGN/ RIGHT TURN ONLY SIGN 24" WHITE STOP BAR
PROP. FIRE HYDRANT W/ (4) 4" GALV. STEEL TRAFFIC POSTS, FILLED W/ CONCRETE, AT 45°, 3' O.C. W/ 4" P.V.C. CAP
PLATTED ACCESS OPENING TO BE RELOCATED
EXIST. FIRE HYDRANT TO BE ABANDONED
EXIST. 8" D.I.P. WATER MAIN
EXIST. 15' LANDSCAPE BUFFER PER P.B. 92, PG. 49 P.B.C.R.
PROP. MONUMENT SIGN (ADJUST SIGN AROUND LANDSCAPE)
5' LIMITED ACCESS EASEMENT
EXIST. EDGE OF PAVEMENT
EXIST. SIDEWALK
EXIST. WATER MAIN
EXIST. DRAINAGE STRUCTURE
EXIST. FIRE HYDRANT TO REMAIN. INSTALL (4) 4" GALV. STEEL TRAFFIC POSTS, FILLED W/ CONCRETE, AT 45°, 3' O.C. W/ 4" P.V.C. CAP
24" WHITE STOP BAR
STOP SIGN/ RIGHT TURN ONLY SIGN 24" WHITE STOP BAR
PLATTED ACCESS OPENING TO BE RELOCATED
EXIST. DRAINAGE STRUCTURE
15' LANDSCAPE BUFFER PER P.B. 92, PG. 49 P.B.C.R.
EXIST. POWER POLE
PROP. TYPE 'D' CURB (TYP.)
RELOCATED 6' CHAIN-LINK FENCE AT PROPERTY LINE
EXIST. 5' LANDSCAPE BUFFER PER P.B. 92, PG. 49 P.B.C.R. (PLATTED NOW)
10' SHARED BUFFER
5' LANDSCAPE FOUNDATION PLANTING
EXIST. BUILDING
EXIST. SAN. SEWER MANHOLE
EXIST. UTILITY POLE & BELL SOUTH BOX
RELOCATED FENCE AT PROPERTY LINE
EXIST. 8" SAN. SEWER TO REMAIN
EXIST. SAN. SEWER CLEANOUT
EXIST. 15' UNRECORDED EASEMENT
EXIST. 5' LANDSCAPE BUFFER PER P.B. 92, PG. 49 P.B.C.R. (VACATE EASEMENT TO ALLOW FOR MORE RETENTION)
RETENTION AREA
EXIST. GREASE TRAP
BYPASS LANE
12 CAR STACKING
50' LOADING ZONE
DO NOT ENTER SIGN
24" STOP WHITE BAR
ORDER MENU
4' LANDSCAPE FOUNDATION PLANTING
DRIVE UP COFFEE
DRIVE-THRU WINDOW
BAY No. 1 1500
BAY No. 2 2213
BAY No. 3 1206
BAY No. 4 1206
BAY No. 5 1206
BAY No. 6 1144
BAY No. 7 1206
BAY No. 8 1194
RETAIL
RESTAURANT
PROPOSED BUILDING F.F. ELEV.=14.00' N.A.V.D.
PROP. F.P.L. TRANSFORMER
PROP. BIKE RACK
LIGHT POLE (TYP.)
VACATE EXIST. UTILITY EASEMENT
ROOF LINE
24" STOP WHITE BAR
12" WHITE CROSSWALK
PROP. FIRE MAIN
4" WHITE
21.72'
S 88°04'23" E 83.33'
S 01°36'15" W 72.00'
S 88°04'23" E 243.65'
S 01°36'15" E 266.45'
S 88°04'23" W 297.96'
S 44°46'36" W 53.22'
S 00°25'49" E 57.08'

Sunshine811

Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.

Check positive response codes before you dig!

N

0 20 40
FEET

SCALE: 1"=20'

SITE DATA TABLE

SUBJECT PROPERTY ADDRESS:
3965 S. CONGRESS AVENUE, PALM SPRINGS, FLORIDA

ZONING:
CURRENT ZONING: COMMERCIAL CG
PROPOSED ZONING: COMMERCIAL CG
CURRENT USE: COMMERCIAL (GAS STATION)
PROPOSED USE: COMMERCIAL (RETAIL)

LAND USE:
EXISTING FUTURE LAND USE: COM U/S TIER
PROPOSED FUTURE LAND USE: COM U/S TIER

SITE AREA INFORMATION:

TOTAL AREA:	68,861 SF.	1.58 AC.
BLDG. COVERAGE AREA:	10,888 SF.	0.25 AC.
PAVEMENT VUA AREA:	29,045 SF.	0.67 AC.
SIDEWALK & CONCRETE:	4,944 SF.	0.11 AC.
DRY DETENTION AREA:	3,728 SF.	0.09 AC.
LANDSCAPE AREA:	20,256 SF.	0.46 AC.
	68,861 SF.	1.58 AC
PERVIOUS:	23,984 SF. / 0.55 AC.	35%
IMPERVIOUS:	44,877 SF. / 1.03 AC.	65%

PARKING & LOADING CALCULATIONS

REQUIRED
1 SPACE PER 200 SF. RETAIL 8,181 SF /200 = 41 SPACES
1 SPACE FOR EVERY 3 SEATS -RESTAURANTS 45 SEATS = 15 SPACES
56 SPACES REQUIRED

PROVIDED
PARKING SPACES (9' x 18') = 53 SPACES
HANDICAP SPACES (12' x 18') = 3 SPACES
PARKING SPACES (TOTAL) = 56 SPACES
BIKE PARKING SPACES = 7 SPACES

SETBACK INFORMATION

	(MIN. PERMITTED)	PROVIDED	
NORTH SIDE:	20'	39'	
EAST SIDE :	25'	93'	
WEST SIDE	15'	63'	
SOUTH SIDE	50'	89'	
BUILDING COVERAGE (MAX):	50%	16%	10,888 SF., 0.25 AC.
OPEN SPACE (MIN.):	N/A	35%	
BUILDING HEIGHT (MAX.):	45'	25'	

LOCATED WITHIN LAKE WORTH CORRIDOR
VARIANCE REQUEST FOR RESTAURANT PARKING
SPECIAL EXCEPTION FOR RESTAURANT WITH DRIVE THRU

NO	DATE	BY	REVISIONS

HSQ GROUP, LLC
Engineers · Planners · Surveyors
1001 Yamato Road, Suite 105
Boca Raton, Florida 33431 · 561.392.0221
C26258 · LB7924

PALM SPRINGS MARKET PLACE

SITE PLAN

DATE:
DESIGNED BY: JH
DRAWN BY: HG
CHECKED BY: JH

JAY HUEBNER LICENSE No. 54615 FLORIDA PROFESSIONAL ENGINEER
DATE: Apr 15, 2025
JAY HUEBNER, P.E.
FLORIDA REGISTRATION NO. - 54615

This item has been digitally signed and sealed by Jay Huebner, P.E. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

PROJECT: 240210

SHEET: SP-1

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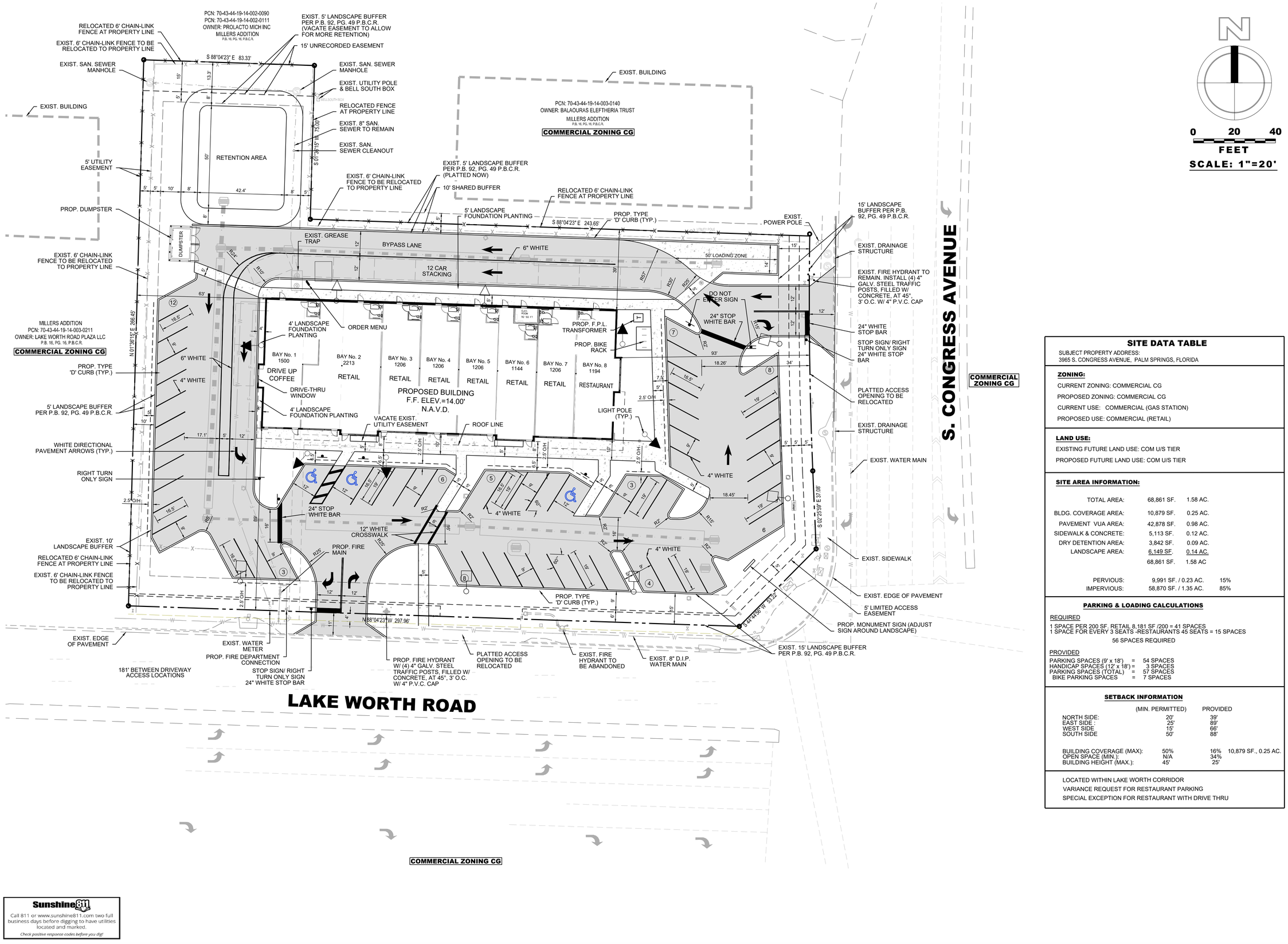

SCALE: 1"=20'

SITE DATA TABLE

SUBJECT PROPERTY ADDRESS:
3965 S. CONGRESS AVENUE, PALM SPRINGS, FLORIDA

ZONING:

CURRENT ZONING: COMMERCIAL CG

PROPOSED ZONING: COMMERCIAL CG

CURRENT USE: COMMERCIAL (GAS STATION)

PROPOSED USE: COMMERCIAL (RETAIL)

LAND USE:

EXISTING FUTURE LAND USE: COM U/S TIER

PROPOSED FUTURE LAND USE: COM U/S TIER

SITE AREA INFORMATION:

TOTAL AREA:	68,861 SF.	1.58 AC.
BLDG. COVERAGE AREA:	10,879 SF.	0.25 AC.
PAVEMENT VUA AREA:	42,878 SF.	0.98 AC.
SIDEWALK & CONCRETE:	5,113 SF.	0.12 AC.
DRY DETENTION AREA:	3,842 SF.	0.09 AC.
LANDSCAPE AREA:	6,149 SF.	0.14 AC.
	68,861 SF.	1.58 AC
PERVIOUS:	9,991 SF. / 0.23 AC.	15%
IMPERVIOUS:	58,870 SF. / 1.35 AC.	85%

PARKING & LOADING CALCULATIONS

REQUIRED

1 SPACE PER 200 SF. RETAIL 8,181 SF /200 = 41 SPACES
1 SPACE FOR EVERY 3 SEATS -RESTAURANTS 45 SEATS = 15 SPACES

56 SPACES REQUIRED

PROVIDED

PARKING SPACES (9' x 18')	=	54 SPACES
HANDICAP SPACES (12' x 18')	=	3 SPACES
PARKING SPACES (TOTAL)	=	57 SPACES
BIKE PARKING SPACES	=	7 SPACES

SETBACK INFORMATION

	(MIN. PERMITTED)	PROVIDED	
NORTH SIDE:	20'	39'	
EAST SIDE :	25'	89'	
WEST SIDE	15'	66'	
SOUTH SIDE	50'	88'	
BUILDING COVERAGE (MAX):	50%	16%	10,879 SF., 0.25 AC.
OPEN SPACE (MIN.):	N/A	34%	
BUILDING HEIGHT (MAX.):	45'	25'	

LOCATED WITHIN LAKE WORTH CORRIDOR

VARIANCE REQUEST FOR RESTAURANT PARKING

SPECIAL EXCEPTION FOR RESTAURANT WITH DRIVE THRU

Sunshine811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

NO	DATE	BY	REVISIONS

HSQ GROUP, LLC
Engineers - Planners - Surveyors
1001 Yamato Road, Suite 105
Boca Raton, Florida 33431 - (561) 392-0221
C26258 - LB7924

PALM SPRINGS MARKET PLACE

SITE PLAN

DATE:
DESIGNED BY: JH
DRAWN BY: HG
CHECKED BY: JH

JAY HUEBNER LICENSE No. 54615 FLORIDA PROFESSIONAL ENGINEER

DATE: Mar 19, 2025
JAY HUEBNER, P.E.
FLORIDA REGISTRATION NO. - 54615

The seal appearing on this document was authorized by Jay Huebner, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

PROJECT: 240210

SHEET: SP-1

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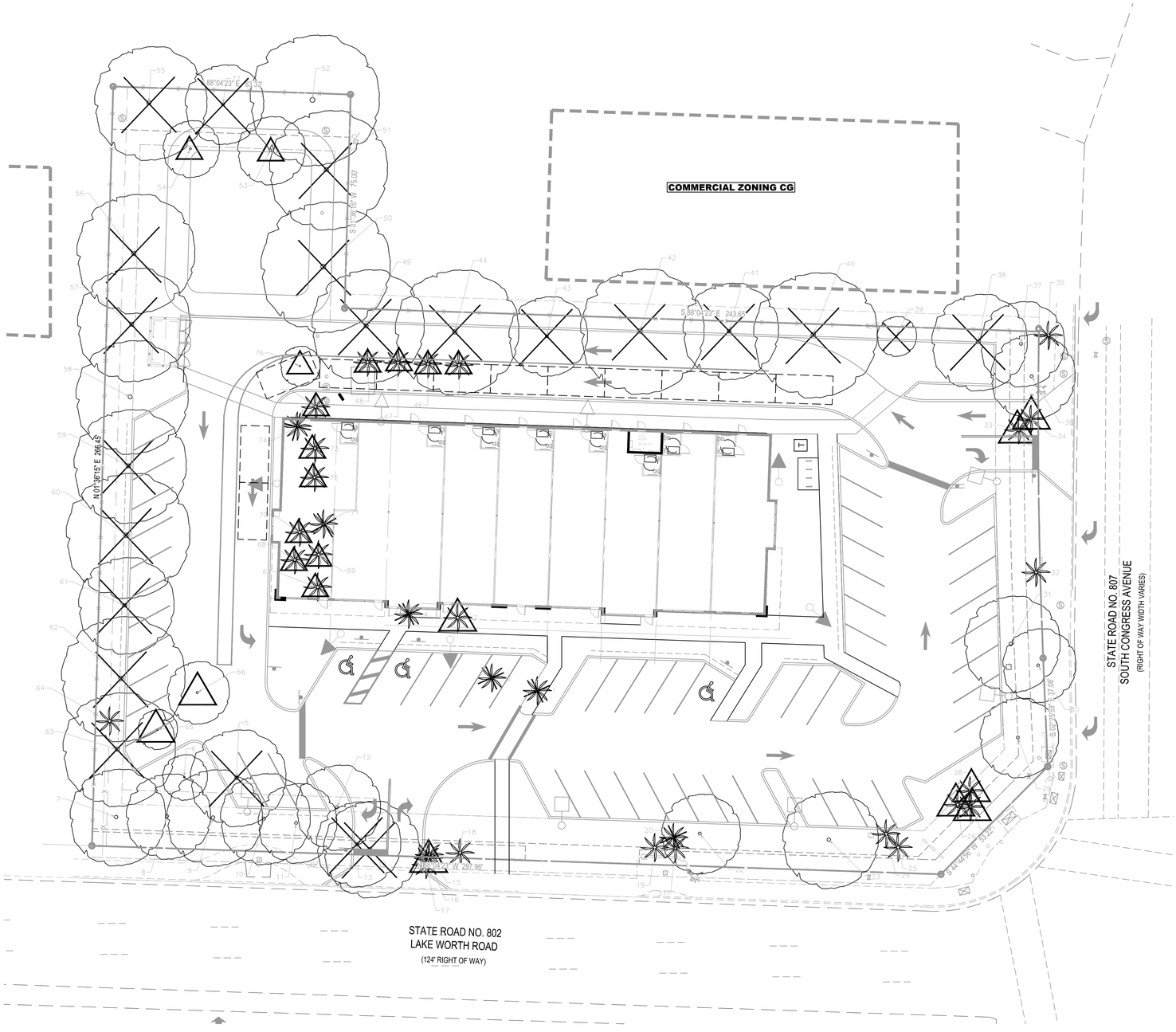


LEGEND:

EXISTING TREES AND PALMS TO BE REMOVED

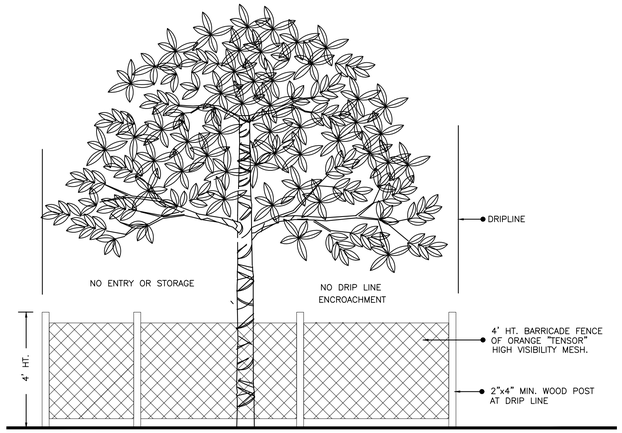
EXISTING TREES AND PALMS TO BE RELOCATED

EXISTING TREES AND PALMS TO REMAIN

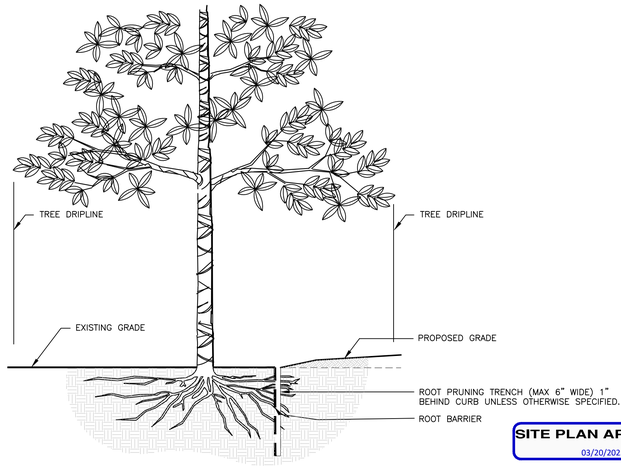
GRAPHIC SCALE

0 10 20 40

(IN FEET)
1 INCH = 20 FEET



TREE PROTECTION BARRICADE FENCING DETAIL



TREES TO REMAIN ROOT PRUNING DETAIL

SITE PLAN APPROVAL
03/20/2025

This item has been digitally signed and sealed by Michael M. Bradley, RLA on the date adjacent to the seal.

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LANDSCAPE ARCHITECT
MICHAEL M. BRADLEY
LA6667655
STATE OF FLORIDA

APPROVED : MICHAEL M. BRADLEY, RLA
FLA. REGISTRATION NO. LA6667655 DATE : 4/3/2025

TREE DISPOSITION PLAN

REVISIONS

NO.	DATE	REVISIONS

PALM SPRINGS MARKET PLACE STARBUCKS

PALM BEACH COUNTY, FLORIDA

MILLER LEGG
South Florida Office: 13880 NW 5th Street, Suite 200
Sunrise, Florida 33325
954-435-7000
www.millerlegg.com

CERTIFICATE OF AUTHORIZATION:
LB6680

DES	DRWN	CHK
DES.	DWN.	CHK.

PROJECT / FILE NO.
24-00197

DRAWING NO.
L-1

DATE DRAWN:
3/20/25

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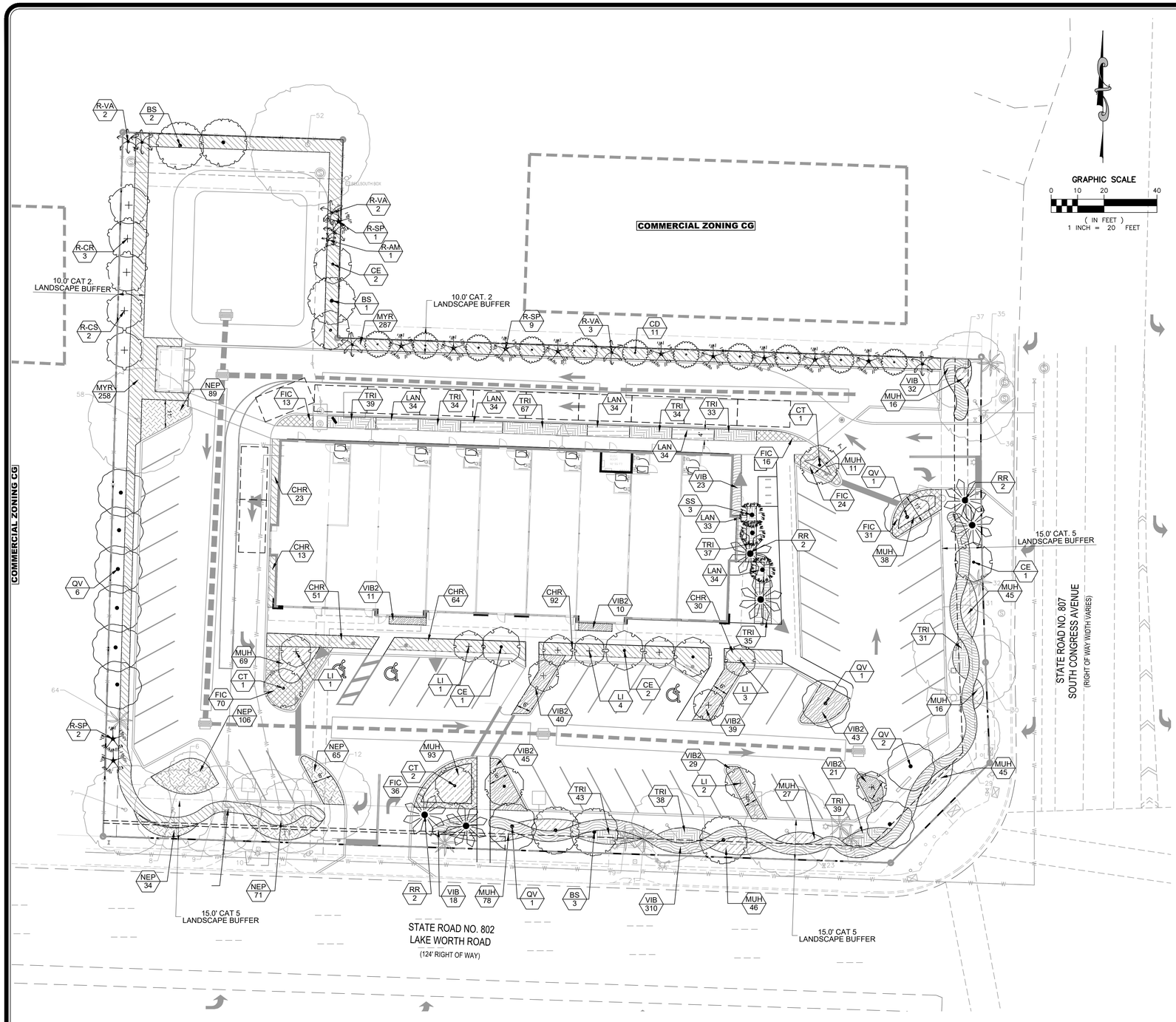


PLANT_SCHEDULE							
SYMBOL	CODE	BOTANICAL / COMMON NAME	SIZE	CALIPER	HEIGHT	SPREAD	NATIVE	QTY
TREES								
	BS	Bursera simaruba / Gumbo Limbo	Field Grown	3.5" CAL	16' HT		Yes	6
	CD	Coccoloba diversifolia / Pigeon Plum	Field Grown	4"CAL	14' HT		Yes	11
	CE	Conocarpus erectus / Buttonwood	Field Grown	3.5" CAL	14' HT		Yes	6
	CT	Conocarpus erectus var. sericeus / Silver Buttonwood	Field Grown	Multi-trunk Min 6" Total CAL	14' HT		Yes	4
	LI	Lagerstroemia indica / Crape Myrtle	Field Grown	Multi-trunk Min 6" Total CAL	14' HT		No	10
	QV	Quercus virginiana / Southern Live Oak	Field Grown	4.5" CAL	16' HT		Yes	11
	RR	Roystonea regia / Royal Palm	Field Grown		16' GW		Yes	6
	SS	Sabal palmetto / Cabbage Palmetto	Field Grown		16'-18' CT		Yes	3
RELOCATED TREES & PALMS								
	R-AM	Adonidia merrillii / Manila Palm	Relocated	N/A	3' HT.	4' SPR.	No	1
	R-CR	Clusia rosea / Autograph Tree	Relocated	VARIES	VARIES	VARIES	Yes	3
	R-CS	Conocarpus erectus var. sericeus / Silver Buttonwood	Relocated	VARIES	VARIES	VARIES	Yes	2
	R-SP	Sabal palmetto / Cabbage Palmetto	Relocated	N/A	VARIES	VARIES	Yes	12
	R-VA	Veitchia arecina / Montgomery Palm	Relocated	N/A	VARIES	VARIES	No	7
SYMBOL	CODE	BOTANICAL / COMMON NAME	SIZE	HEIGHT	SPREAD	NATIVE	SPACING	QTY
SHRUB AREAS								
	CHR	Chrysobalanus icaco 'Horizontalis' / Horizontal Cocoplum	3 GAL	24" HT.		Yes	24" o.c.	290
	FIC	Ficus microcarpa 'Green Island' / Green Island Indian Laurel Fig	3 GAL	12" HT.		Yes	24" o.c.	161
	LAN	Lantana involucrata / Buttonsage	3 GAL	24" HT.		Yes	18" o.c.	203
	MUH	Muhlenbergia capillaris / Pink Muhly Grass	3 GAL	24"		Yes	18" o.c.	415
	MYR	Myrcianthes fragrans / Simpson's Stopper	7 GAL	36" HT.		Yes	30" o.c.	545
	NEP	Nephrolepis exaltata / Boston Fern	3 GAL	12" HT.		Yes	18" o.c.	365
	TRI	Tripsacum dactyloides nana / Dwarf Fakahatchee Grass	3 GAL	18" HT.		Yes	18" o.c.	430
	VIB2	Viburnum obovatum / Walter's Viburnum	3 GAL	24" HT.		Yes	24" o.c.	238
	VIB	Viburnum obovatum / Walter's Viburnum	7 GAL	36" HT.		Yes	24" o.c.	383

NOTE:
ALL AREAS NOT DESIGNATED FOR HARDSCAPE, VEHICULAR USE, BUILDING FOOTPRINT, OR PLANTING ARE TO BE PLANTED WITH ST. AUGUSTINE SOD.

SITE PLAN APPROVAL
03/20/2025

This item has been digitally signed and sealed by Michael M. Bradley, RLA on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

LANDSCAPE ARCHITECT
MICHAEL M. BRADLEY
LA6667655
STATE OF FLORIDA

APPROVED : MICHAEL M. BRADLEY, RLA
FLA. REGISTRATION NO. LA6667655 DATE : 4/3/2025

NO.	DATE	REVISIONS

PALM SPRINGS MARKET PLACE STARBUCKS
PALM BEACH COUNTY, FLORIDA

LANDSCAPE PLAN

MILLER LEGG
South Florida Office: 13680 NW 5th Street, Suite 200
Sunrise, Florida 33325
954-456-7000
www.millerlegg.com

CERTIFICATE OF AUTHORIZATION: LB6680

DES.	DWN.	CHK.

PROJECT / FILE NO.: 24-00197
DRAWING NO.: L-3
DATE DRAWN: 4/3/25

V:\PROJECTS\2024\24-00197 - PALM SPRINGS STARBUCKS\DRAWINGS\24-00197_LNP.DWG by JFRIEDLANDER 4/3/2025 2:02:46 PM

1. PLANT MATERIAL: All plant material shall be Florida #1 or better as established by "Grades and Standards for Nursery Plants" of the state of Florida, Department of Agriculture.

2. All trees, shrubs and groundcovers shall be of the sizes as specified in the Plant List.

3. Quantities listed on the the Plant List are for estimating purposes. Contractor shall verify all quantities. Mulch, topsoil, fertilizer, etc. shall be included in the unit cost of the plants.

4. Where there is a discrepancy either in quantities, plant names, sizes or specifications between the plan or plant list, the plan takes precedence.

5. All planting beds and water basins for trees shall be covered with a 3" minimum depth of shredded eucalyptus or florimulch grade 'B' or better.

6. The Planting Plan shall be installed in compliance with all existing codes and applicable deed restrictions.

7. SOD: All areas not used for buildings, vehicular use areas, walks or planting beds shall be grassed. Grassing shall extend to any abutting street pavement edge and to the mean waterline of any abutting canal, lake or waterway.

8. PLANTING SOIL: All trees and shrubs shall be planted with a minimum of 12" topsoil around and beneath the rootball. Minimum topsoil shall be 6" for groundcover areas and 2" for sodded grass areas.

9. Planting soil to be a weed-free mixture of 50% sand, 40% muck, and 10% Canadian peat. All plant material to receive planting soil as per details.

10. Contractor is responsible for determining all utility locations and installing facilities so as to not conflict. All damage to existing utilities or improvements caused by Contractor shall be repaired at no additional cost to the Owner.

11. Contractor to notify "Sunshine State One Call of Florida, Inc." at 1-800-432-4770 Two Full Business Days prior to digging for underground utility locations.

12. Contractor shall be responsible for providing final grading of all associated planting areas.

13. After final grade, area to be raked to 6" depth and all rock and foreign inorganic materials removed and disposed of properly off-site.

14. All planting holes to be hand dug except where machine dug holes will not adversely affect or damage utilities or improvements (see note 8).

15. No plunging of any tree or palm will be accepted. All plants to be planted at the nursery grade or slightly higher.

16. Contractor shall stake & guy all trees and palms at time of planting as per the appropriate detail. Contractor is responsible for the maintenance and/or repair of all staking and guying during warranty period and removal & disposal of staking after establishment period.

17. Fertilizer for grass areas shall be NPK 16-4-8 @ 12.5 lbs/1000 s.f. or 545 lbs/acre. Nitrogen 50% slow release form & fertilizer to include secondary micronutrients.

18. SUBSTITUTIONS AND CHANGES: All substitutions and changes shall be approved in writing prior to installation. Any discrepancies between plans, site and specifications shall be brought to the immediate attention of the Landscape Architect, the owner and governing municipality.

19. WATERING: All plant material shall be watered in at time of planting in accordance with standard nursery practices. In addition, Contractor will continue watering of plant material until substantial completion and as needed thereafter for a period of 2 months.

20. All new plant material shall be guaranteed for 1 year from time of final acceptance of project. Any plant material not in a healthy growing condition will be replaced by the Contractor at no additional cost to the Owner within 10 days of notification. For all replacement plant material, the warranty period shall be extended an additional 45 days beyond the original warranty period. All trees that lean or are blown over, caused by winds less than 75 mph, will be re-set and braced by the Contractor at no additional cost to the Owner.

21. The successful bidder shall furnish to the Owner a unit price breakdown for all materials. The Owner may, at its discretion, add or delete from the materials utilizing the unit price breakdown submitted.

22. No plant material will be accepted showing evidence of cable, chain marks, equipment scars, or otherwise damaged.

23. Plant material will not be accepted when the ball of earth surrounding its roots has been cracked, broken or otherwise damaged.

24. Root-prune all trees a minimum of (8) weeks prior to planting.

25. All landscaped areas will be irrigated by an underground, automatic, rust-free irrigation system providing 100% coverage and 100% spray overlap. The system shall be maintained in good working order and designed to minimize water on impervious services and not overspray walkways. A rain sensor device shall be installed to override the irrigation cycle of the system when adequate rainfall has occurred.

26. All plant material planted within the sight distance triangle areas (see plan) shall provide unobstructed cross-visibility at a horizontal level between 30 inches and 8 feet above adjacent street grade.

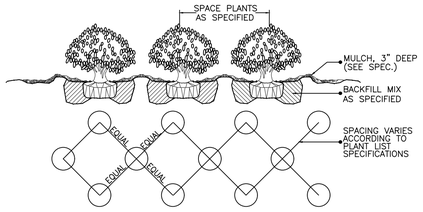
27. No canopy trees shall be planted within 12 feet of a light pole. No palm species shall be planted within 6 feet of a light pole.

28. Ground cover plantings shall provide not less than 50 percent coverage immediately upon planting and 100 percent coverage within 6 months after planting.

29. Tree protection barricades shall be provided by Landscape Contractor around existing trees that may be impacted by the proposed construction. Prior to any construction a tree protection barricade inspection shall be conducted by the landscape architect, owner or governing municipality. Refer to landscape detail for tree preservation barricade fencing.

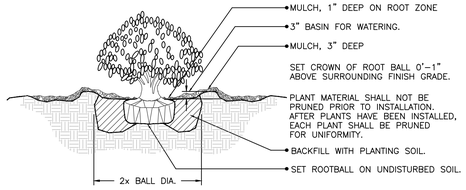
30. In all pedestrian areas, all trees and palms shall be maintained to allow for clear passage at an 8 foot clear trunk.

31. All landscape material shall be setback a minimum of 10' from any Fire Hydrant.



SHRUB / GROUNDCOVER SPACING / PLANTING DETAIL

N.T.S.



SHRUB PLANTING DETAIL

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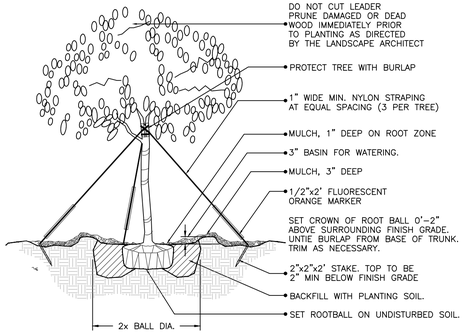
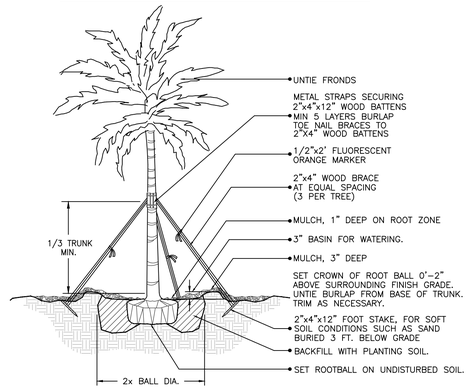


LARGE TREE PLANTING DETAIL

N.T.S.



LARGE PALM PLANTING DETAIL

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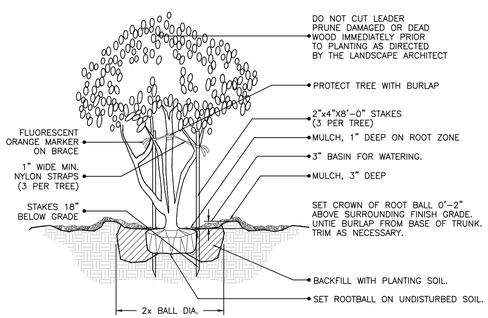

MULTI-TRUNK PLANTING DETAIL

N.T.S.

MITIGATION CHART

Table 1: Trees to Be Removed

ID #	Common Name	Botanical Name	DBH Inches	Height Clear Trunk Ft	Spread FT	Condition	Disposition	Notes
5	Carrotwood	*Cupaniopsis anacardioides*	16	26	34	Fair (50%)	Remove	Limb Damage - Minor|Lopsided, Invasive Exotic
13	Live Oak	*Quercus virginiana*	13	30	30	Fair (50%)	Remove	Apical Dieback|Bent Leader
14	Live Oak	*Quercus virginiana*	13	30	34	Fair (55%)	Remove	
38	Live Oak	*Quercus virginiana*	18	32	34	Fair (50%)	Remove	Adjust Power Lines|Bent Leader|Lopsided
39	Live Oak	*Quercus virginiana*	11	24	14	Poor (35%)	Remove	Limb Damage - Major|Sprouting|Trunk Damage - Major
40	Live Oak	*Quercus virginiana*	20	38	44	Fair (55%)	Remove	Constricted Roots|Limb Damage - Minor
41	Live Oak	*Quercus virginiana*	16	36	34	Fair (50%)	Remove	Co-Dominant Leaders|Lopsided|Sprouting
42	Live Oak	*Quercus virginiana*	20	38	44	Fair (45%)	Remove	Circling Roots|Constricted Roots|Limb Damage - Minor
43	Live Oak	*Quercus virginiana*	13	28	28	Fair (50%)	Remove	Bent Leader|Limb Damage - Minor|Lopsided
44	Live Oak	*Quercus virginiana*	20	42	44	Good (70%)	Remove	Limb Damage – Minor
49	Live Oak	*Quercus virginiana*	19	38	40	Fair (55%)	Remove	Co-Dominant Leaders|Limb Damage - Minor|Sprouting
50	Live Oak	*Quercus virginiana*	19	44	46	Good (65%)	Remove	Limb Damage - Minor|Sprouting
51	Live Oak	*Quercus virginiana*	22	38	42	Good (70%)	Remove	Limb Damage - Minor
55	Live Oak	*Quercus virginiana*	22	42	40	Good (70%)	Remove	Co-Dominant Leaders|Limb Damage - Minor
56	Live Oak	*Quercus virginiana*	25	40	42	Good (70%)	Remove	Apical Dieback|Limb Damage - Minor
57	Live Oak	*Quercus virginiana*	16	34	40	Good (75%)	Remove	Limb Damage - Minor
59	Live Oak	*Quercus virginiana*	18	36	40	Good (70%)	Remove	Limb Damage - Minor
60	Live Oak	*Quercus virginiana*	22	38	44	Good (70%)	Remove	Limb Damage - Minor
61	Live Oak	*Quercus virginiana*	14	32	34	Fair (50%)	Remove	Limb Damage - Minor|Lopsided|Sprouting
62	Live Oak	*Quercus virginiana*	22	42	44	Good (70%)	Remove	Limb Damage - Minor|Sprouting
63	Live Oak	*Quercus virginiana*	18	36	40	Good (65%)	Remove	Co-Dominant Leaders|Included Bark|Limb Damage - Minor
77	Live Oak	*Quercus virginiana*	8	36	28	Good (80%)	Remove	
		TOTAL DBH INCHES TO BE REPLACED	369					
		TREES TO BE REPLACED (1-1 BASIS)	3					

Table 2: Palms to be Removed

ID #	Common Name	Botanical Name	DBH Inches	Height Clear Trunk Ft	Spread FT	Condition	Disposition	Notes
1	Christmas Palm	*Adonidia merrillii*	4	2	5	Poor (30%)	Remove	Trunk Damage
2	Christmas Palm	*Adonidia merrillii*	4	3	4	Poor (30%)	Remove	Trunk Damage
3	Christmas Palm	*Adonidia merrillii*	4	3	4	Fair (55%)	Relocate	Yellow Fronds
4	Christmas Palm	*Adonidia merrillii*				Dead (0%)	Remove	Co-Dominant Leaders|Limb Damage - Minor|Partially Uprooted
71	Cabbage Palm	*Sabal palmetto*				Dead (0%)	Remove	
74	Cabbage Palm	*Sabal palmetto*				Dead (0%)	Remove	
		TOTAL PALMS TO BE REPLACED	6					

Table 3: Tree Mitigation

Common Name	Botanical Name	DBH Inches	Height Clear Trunk Ft	Quantity	Replacement Inches
Gumbo Limbo	*Bursera simaruba*	3.5	16	6	21
Pigeon Plum	*Coccoloba diversifolia*	4	14	11	44
Buttonwood	*Conocarpus erectus*	3.5	14	6	21
Silver Buttonwood	*Conocarpus erectus var. sericies*	6	14	4	24
Crape Myrtle	*Lagerstroemia indica*	6	14	10	60
Live Oak	*Quercus virginiana*	4.5	16	11	49.5
	TOTAL REPLACEMENT INCHES:				**219.5**

LANDSCAPE REQUIREMENTS

CODE SECTION	DESCRIPTION	REQUIRED	PROVIDED
SEC. 34-161	**Required Landscaping**		
b.2	1 tree / 2500SF of parcel (68,922 / 2500SF)	28	45 Trees, 9 Palms
c.1	20SF of landscaping for each parking space (57 spaces)	1140 SF	19,363 SF
	1 Tree / Terminal and Interior Island no less than 5' wide	13	13
	Perimeter to include hedge of minimum 4' height	Yes	Yes
c.2	VUA Landscape = 10% of total paved area (29,451SF x .10)	2946 SF	Over 3,000 SF
	1 Tree / 200SF and or 40LFof landscaped area	15	28
d	Non-VUAs		
	Perimeter landscape 25' in width	Yes	Yes
	1 Tree / 25LF of outside perimeter (1183 / 25LF)	48	54
SEC 34-162	**Required Buffers**		
b.2	10' wide buffer area with hedge min. 3' height	10'	10'
	1 Tree / 20LF (667.97 /20 LF	34	34
	Hedge, min 3' height at planting	Yes	Yes
b.5	15' wide buffer area	15'	15'
	1 Tree / 20LF (502 / 20LF)	25	27
	Hedge min 3' height at planting, two maintained tiers in non-linear pattern	Yes	Yes
SEC 34-164	**Required Foundation Planting**		
	25% of total linear footage (South & East Façade) to be planted (234.46LF x 25%)	59 LF	234 LF
	1 Tree or grouping of 3 palms / 30 LF (488/30)	8	8 trees / 5 palms
SEC 34-183	**Native Plant Materials & Xeriscaping Landscape**		
	Min 40% Native species when using potable for IRR.	40% +	78% Trees 100% Palms 99% Shrubs 100% Groundcover
SEC 34-185	**Tree Dimensions**		
b	No more than 50% of req. trees shall be palms	<50%	18% Palms
SEC 34-186	**Tree Species**		
	50% of all trees and palms to be native	50%	78% Trees 100% Palms

REVISIONS

NO.	DATE	REVISIONS	APPD.

PALM SPRINGS STARBUCKS
PALM BEACH COUNTY, FLORIDA

SITE PLAN APPROVAL
03/20/2025

This item has been digitally signed and sealed by Michael M. Bradley, RLA on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

LANDSCAPE ARCHITECT · MICHAEL M. BRADLEY · LA6667655 · STATE OF FLORIDA

APPROVED : MICHAEL M. BRADLEY, RLA
FLA. REGISTRATION NO. LA6667655 DATE : 4/3/2025

MILLER LEGG
South Florida Office: 13680 NW 5th Street, Suite 200
Sunrise, Florida 33325
954-436-7000
www.millerlegg.com

CERTIFICATE OF AUTHORIZATION: LB6680

DES	DRWN	CHK
DES.	DWN.	CHK.

PROJECT / FILE NO. 24-00197

DRAWING NO. L-4

DATE DRAWN: 4/3/25

LANDSCAPE DETAILS AND NOTES

V:\PROJECTS\2024\24-00197 - PALM SPRINGS STARBUCKS\DRAWINGS\24-00197_LNP.DWG by JFRIEDLANDER 4/3/2025 2:02:46 PM

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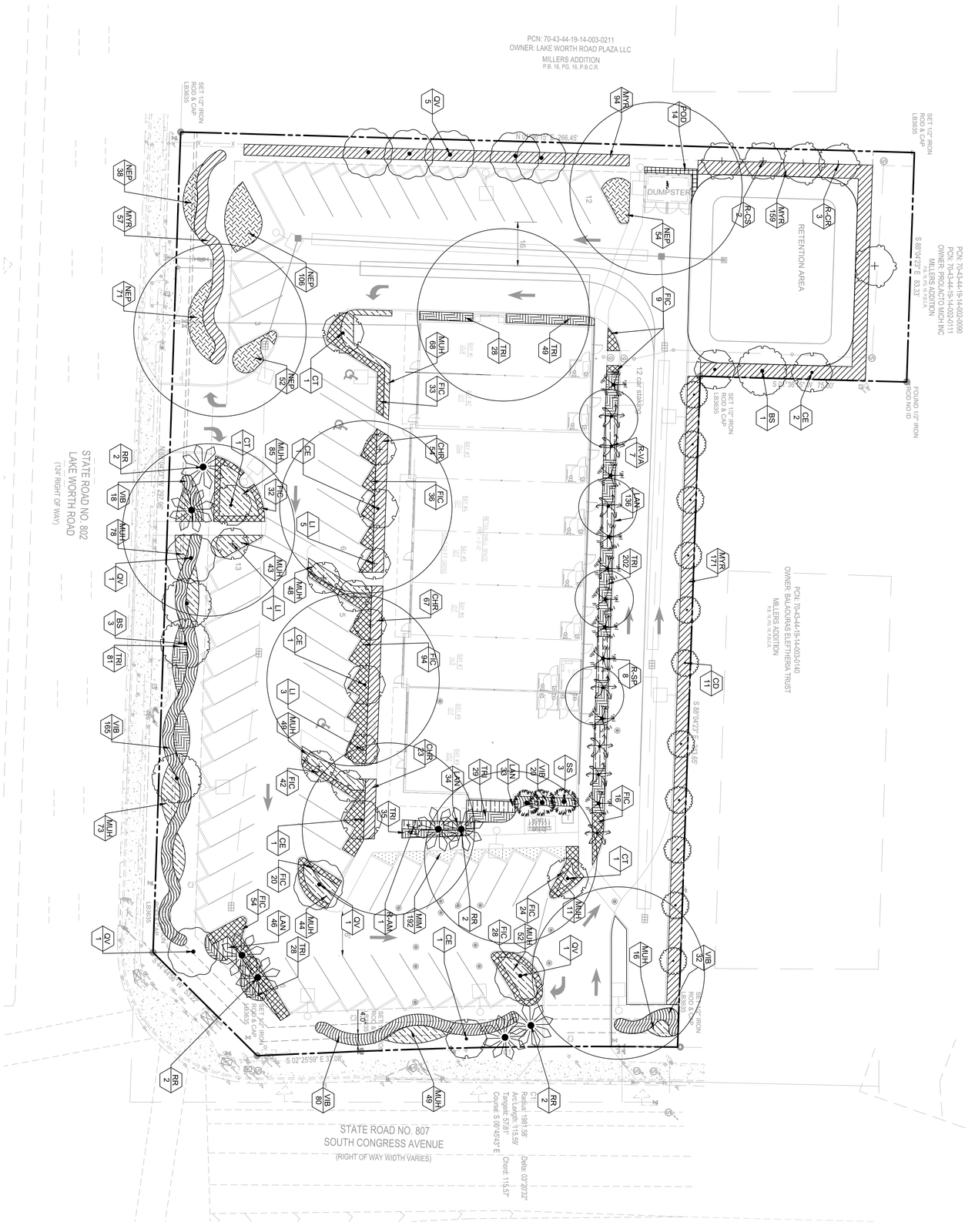

This item has been digitally signed and sealed by Michael M. Bradley, RLA on the date adjacent to the seal.
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APPROVED: _____ MICHAEL M. BRADLEY, RLA
FLA. REGISTRATION NO. LA0667835 DATE: 12/2/2025

GRAPHIC SCALE
0 10 20 40
(IN FEET)
1 INCH = 20 FEET

IRRIGATION PLAN

SHEET NUMBER	IRR-01
DATE	11/1/24
PROJECT FILE NO.	24-00197
DRAWING NO.	
DES.	LB6680
DRWN	
CHK	

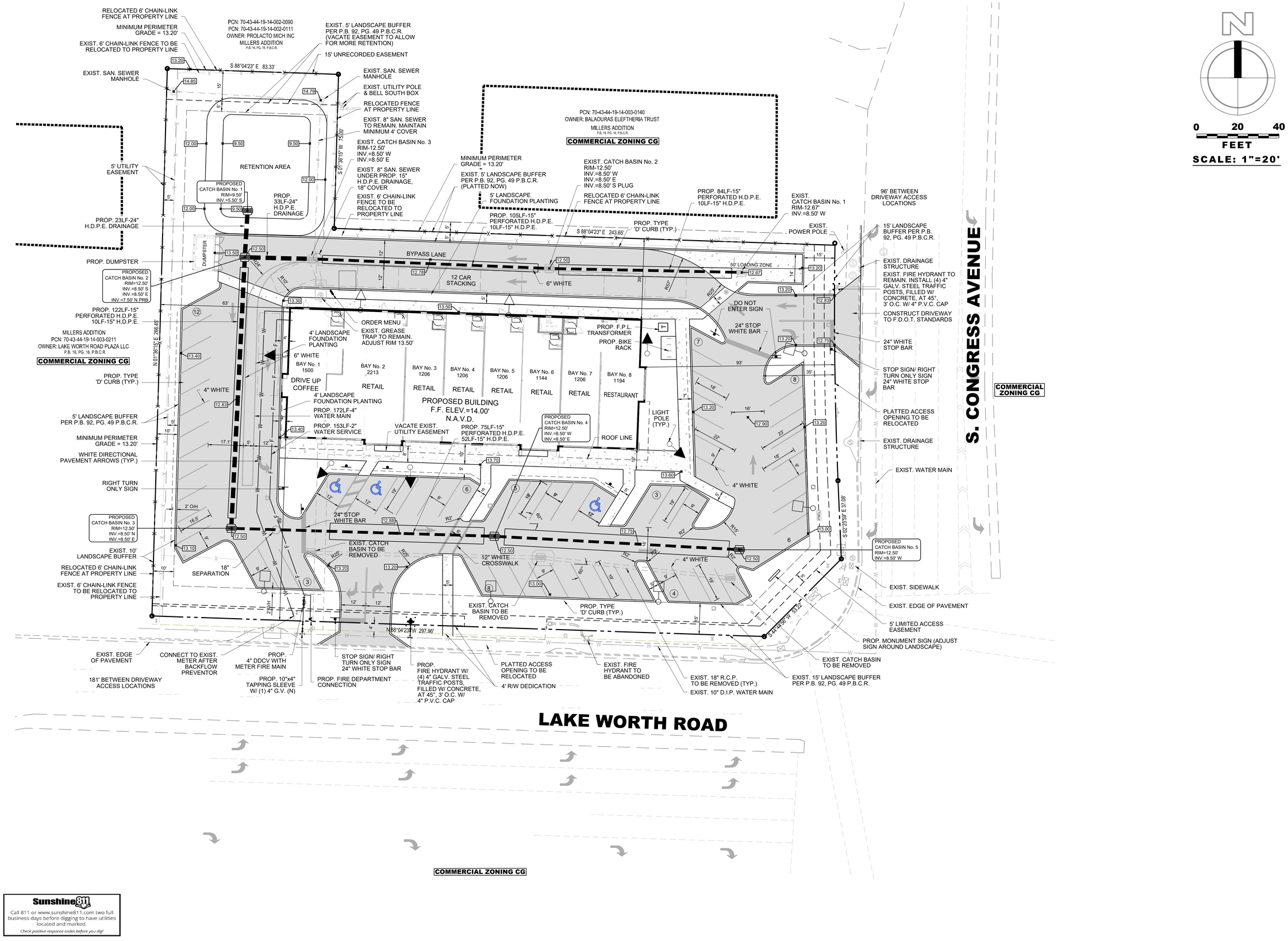
MILLER LEGG
South Florida Office: 13680 NW 5th Street, Suite 200
Sunrise, Florida · 33325
954-436-7000
www.millerlegg.com

PALM SPRINGS MARKET PLACE STARBUCKS

PALM BEACH COUNTY, FLORIDA

FOR:

NO.	DATE	REVISIONS	BY	CHKD



N

0 20 40

FEET

SCALE: 1"=20'

NO	DATE	BY	REVISIONS

HSQ GROUP, LLC
Engineers - Planners - Surveyors
1001 Yamato Road, Suite 105
Boca Raton, Florida 33431 - 561.392.0221
C26258 - LB7924

PALM SPRINGS MARKET PLACE

CONCEPTUAL ENGINEERING PLAN

DATE:	
DESIGNED BY:	JH
DRAWN BY:	HG
CHECKED BY:	JH

JAY HUEBNER LICENSE No. 54615 FLORIDA PROFESSIONAL ENGINEER

DATE: Mar 19, 2025

JAY HUEBNER, P.E.
FLORIDA REGISTRATION NO. - 54615

Not valid without the signature and original raised seal of a Florida licensed engineer. Those plans, specifications, computer files and other documents prepared by the engineer identified on this sheet, as instruments of service, are and shall remain the property of the engineer. The use of any of the information contained in these documents for any purpose or project, except with the specific written permission of the engineer, is prohibited. The engineer shall be compensated for any unauthorized use or publication.

PROJECT:	240210
SHEET:	C-1

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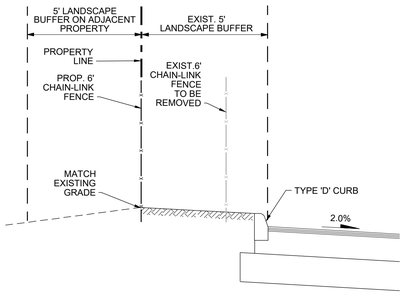
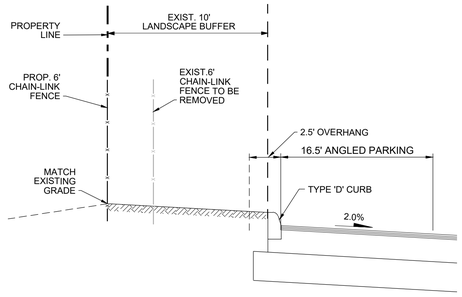
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

Z:\Projects\2024\240210-3965 S CONGRESS\Drawings\Construction Plans\240210 CONCEPTUAL ENGINEERING PLAN.dwg



NORTH PROPERTY LINE

N.T.S.



WEST PROPERTY LINE

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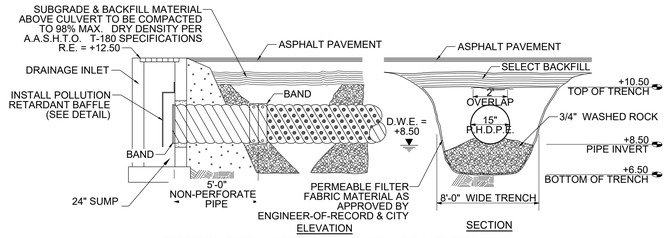

EXFILTRATION TRENCH DETAIL

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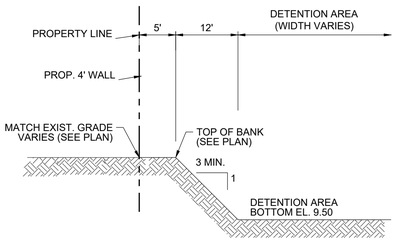

DETENTION AREA SECTION

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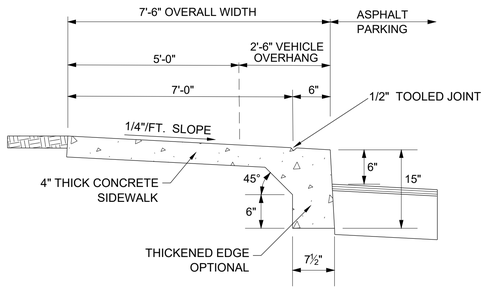
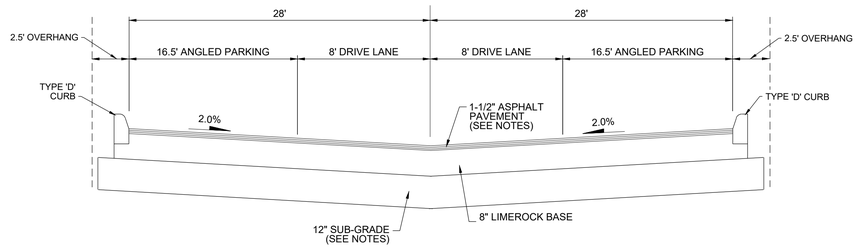


NOTES

1. PROVIDE 1/8" CONSTRUCTION JOINTS AT 5' O/C, MINIMUM DEPTH 1/2".
2. PROVIDE 1/2" EXPANSION JOINTS WITH NON-RISING FILLER AT 20' O/C, TO RUN FULL DEPTH OF SLAB.
3. CONCRETE TO BE 3,000 P.S.I. IN 28 DAYS.
4. CURE ALL CONCRETE WITH CLEAN SAND, PLASTIC MEMBRANE, OR OTHER APPROVED METHOD.

CONCRETE SIDEWALK DETAILS

N.T.S.



TYPICAL PARKING LOT SECTION

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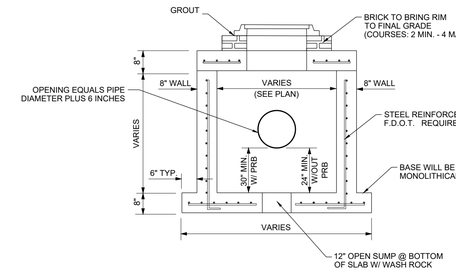
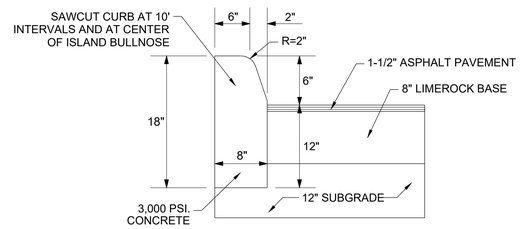


MANHOLE / CATCH BASIN DETAIL

N.T.S.



TYPE "D" CONCRETE CURB DETAIL

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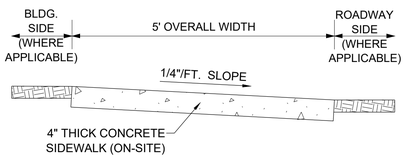

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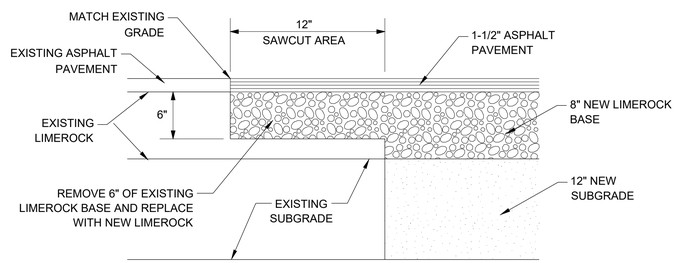

ASPHALT CONNECTION DETAIL

N.T.S.

PAVEMENT NOTES

1. THE PAVEMENT SURFACE SHALL BE TYPE S-3 ASPHALTIC CONCRETE. THE SURFACE SHALL BE 1 1/2 INCHES THICK, APPLIED IN TWO (2) SEPARATE LIFTS OF 3/4 INCHES EACH. A TACK COAT SHALL BE APPLIED BETWEEN BOTH PAVEMENT COURSES.

2. THE LIMEROCK BASE SHALL BE 8 INCHES THICK. THE LIMEROCK MATERIAL SHALL HAVE A MINIMUM LIMEROCK BEARING RATIO (L.B.R.) VALUE OF 100. THE LIMEROCK MATERIAL SHALL BE COMPACTED TO A DENSITY EQUAL TO OR GREATER THAN 98% OF THE MAXIMUM DRY DENSITY PER A.A.S.H.T.O. T-180 SPECIFICATIONS.

3. THE SUBGRADE SHALL BE 12 INCHES THICK. THE SUBGRADE MATERIAL SHALL HAVE A MINIMUM LIMEROCK BEARING RATIO (L.B.R.) VALUE OF 40. THE SUBGRADE MATERIAL SHALL BE COMPACTED TO A DENSITY EQUAL TO OR GREATER THAN 98% OF THE MAXIMUM DRY DENSITY PER A.A.S.H.T.O. T-180 SPECIFICATIONS.

4. THE LIMEROCK AND SUBGRADE COURSES SHALL NOT BE CONSTRUCTED UNTIL ALL UTILITY INSTALLATIONS UNDER PAVEMENT AREAS ARE COMPLETED, TESTED AND ACCEPTED. ANY PAVEMENT CONSTRUCTION PRIOR TO THIS REQUIREMENT SHALL BE CONDUCTED AT THE CONTRACTOR'S OWN RISK AND ANY REQUIRED REPAIRS WILL BE THE CONTRACTOR'S SOLE RESPONSIBILITY.

5. THE PRIME AND TACK COATS SHALL CONFORM TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (SECTIONS 300-1 THRU 300-7) SPECIFICATIONS. THE PRIME COAT SHALL BE APPLIED AT A RATE OF 0.25 GALLONS PER SQUARE YARD OF PAVEMENT.

6. PERIODIC DENSITY TESTING SHALL BE CONDUCTED AFTER BOTH SUBGRADE AND LIMEROCK BASE COURSES HAVE BEEN COMPLETED. THE TOTAL NUMBER AND EXACT LOCATIONS OF THE TESTS SHALL BE DETERMINED BY EITHER THE ENGINEER-OF-RECORD OR GOVERNMENT INSPECTOR. THE MINIMUM AMOUNT OF TESTING SHALL BE BASED ON ONE (1) DENSITY TEST PER 5,000 SQAURE FEET OF PAVEMENT.

7. THE FIRST LIFT OF THE ASPHALTIC CONCRETE PAVEMENT SHALL BE APPLIED½INCH BELOW THE LIP OF CURB AND/OR SIDEWALK (IF APPLICABLE). THE SECOND (FINAL) LIFT SHALL EXTEND 1/4 INCH ABOVE THE LIP OF CURB AND/OR SIDEWALK. THE FINAL LIFT OF ASPHALT SHALL NOT BE APPLIED UNTIL EITHER THE CLIENT, ENGINEER-OF-RECORD AND/OR GOVERNMENT AGENCY DETERMINES THAT SUBSTANTIAL PROJECT CONSTRUCTION HAS BEEN COMPLETED.

8. ALL EXISTING ORGANIC AND DELETERIOUS MATERIALS WITHIN THE RIGHT-OF-WAY AND PAVEMENT AREAS ARE TO BE REMOVED TO THEIR FULL DEPTH AND REPLACED WITH APPROVED SUITABLE MATERIAL, UNLESS AN ALTERNATIVE METHOD IS RECOMMENDED BY A CERTIFIED GEOTECHNICAL ENGINEER. THE DETERMINATION OF ORGANIC AND UNSUITABLE MATERIALS SHALL BE BASED ON F.D.O.T. STANDARDS.

9. ALL EXISTING PAVEMENT CONNECTIONS AND REPAIRS SHALL HAVE A STRAIGHT SAW-CUT EDGE PRIOR TO APPLYING NEW ASPHALT.

10. ONCE FINAL LIFT OF ASPHALT HAS BEEN APPLIED, ALL PERMANENT CONTROL POINTS, REFERNCE MARKERS, VALVES, INLET AND MANHOLE RIMS SHALL BE ADJUSTED TO FINAL GRADE.

11. PAVING SHALL NOT COMMENCE UNTIL ROCK AS-BUILTS HAVE BEEN APPROVED BY THE ENGINEER OF RECORD AND THE CITY INSPECTOR.

DRAINAGE NOTES

1. HDPE DRAINAGE PIPE (ADS N-12 ST IB), 12"-60", MUST MEET AASHTO M294, TYPE S OR ASTM F2306.

2. DRAINAGE CONCRETE STRUCTURES SHOULD BE AMDE WITH REBAR-GRADE 60, WELDED WIRE MESH GRADE 65 KSI, MONOLITHIC BASE POUR, 4,000 PSI @ 28 DAYS., 8" THICK WALLS.

3. MANHOLE PAINT: KOPPER 300. FIRST COAT RED, 24 HRS LATER FINAL COAT BLACK.

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THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JAY HUEBNER, P.E., ON 11/06/24 USING A DIGITAL SIGNATURE

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NO	DATE	BY	REVISIONS
2	2022/03/22	SG	REVISED PER ENGENUITY GROUP COMMENTS
1	2022/02/11	SG	REVISED PER FDOT COMMENTS

HSQ GROUP, LLC.
Engineers · Planners · Surveyors
1001 Yamato Road, Suite 105
Boca Raton, Florida 33431 · 561.392.0221
C26258 LB7924

PALM SPRINGS MARKET PLACE

CROSS SECTIONS AND DETAILS

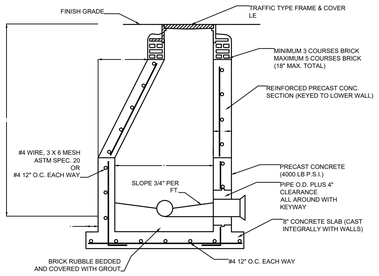
DATE:	08/21
DESIGNED BY:	ZT
DRAWN BY:	SG
CHECKED BY:	ZT

JAY HUEBNER LICENSE No 54615 STATE OF FLORIDA PROFESSIONAL ENGINEER

DATE: Mar 18, 2025
JAY HUEBNER, P.E.
FLORIDA REGISTRATION NO. - 54615

PROJECT: 240210

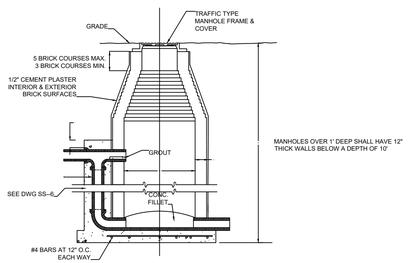
SHEET: C-2



NOTES:

1. BRICK MASONRY CONSTRUCTION TO BE STUCCOED WITH 1/2" MORTAR INSIDE AND OUTSIDE.
2. THE FIRST THREE JOINTS OF PIPE AT ALL INFLUENTS AND EFFLUENTS OF EACH MANHOLE TO BE A MAXIMUM OF 2'-0" IN LENGTH (TO ALLOW FOR SETTLING)
3. CONCRETE TO BE SEAL COATED WITH 16 MIL. THICKNESS APPROVED COATING.
4. IF MANHOLE IS EXISTING AND MODIFIED, MAINSTAY COMPOSITE LINER APPLIED PER APPROVED PRODUCTS LIST. IF MANHOLE IS NEW, NO LINER IS REQUIRED.
5. TYPE II CEMENT TO BE USED.
6. LIFT HOLES THROUGH PRECAST STRUCTURE ARE PERMITTED.
7. SEE TECHNICAL SPECIFICATIONS FOR PLACEMENT OF CONSTRUCTION JOINTS.
8. ALL OPENINGS SHALL BE SEALED WITH A WATERPROOF, EXPANDING GROUT.
9. A FLOW CHANNEL SHALL BE CONSTRUCTED INSIDE MANHOLE TO DIRECT INFLUENT INTO FLOW STREAM.
10. BEDDING MATERIAL REQUIRED
11. PREFORMED FLEXIBLE PLASTIC JOINT SEALER SHALL BE USED WHERE REQUIRED."RAM-NEK" AS MAFG. BY K.T. SNYDER, INC. OR APPROVED EQUAL.

STANDARD MANHOLE PRECAST

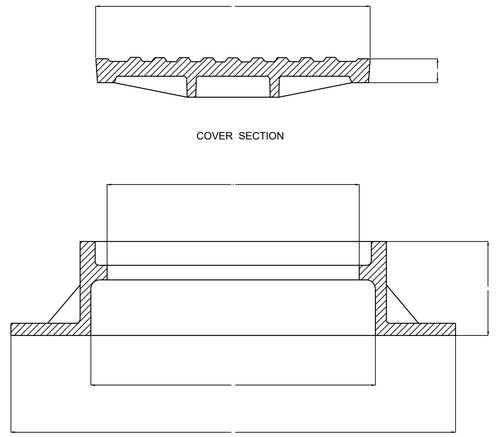


TYPICAL SECTION

NOTES:

1. CONCRETE FOR MANHOLE BOTTOM SHALL BE 4000 P.S.I. TYPE ii
2. MANHOLE BRICK SHALL CONFORM TO ASTM SPECIFICATION DESIGNATION C32, GRADE MS.

STANDARD DROP MANHOLE BRICK



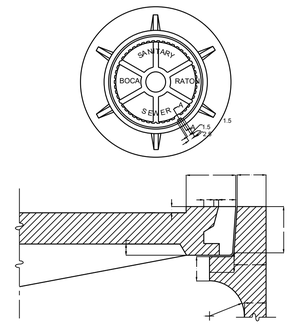
COVER SECTION

FRAME SECTION

NOTES:

1. MANHOLES LOCATED WITHIN WETTED AREAS OF SWALES AND INVERTED CROWN STREETS SHALL REQUIRE A "WATER PROOF" TYPE FRAME AND COVER EQUAL TO U.S. FOUNDRY No. 410 OR 420 (OLD U.S.F. No. 32)

SANITARY SEWER MANHOLE FRAME & COVER

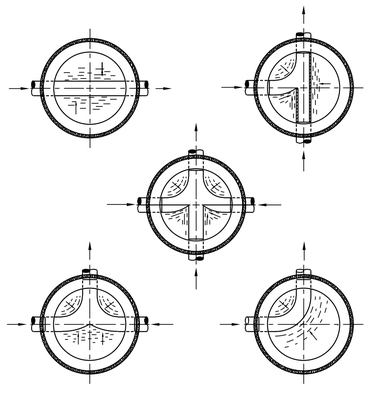


SECTION A-A

NOTES:

1. LETTERS ON COVER TO BE ARRANGED WITH A RADIUS OF 6.5" TO CENTER OF LETTERS.
2. EACH LETTER TO BE 2" LONG, 3/8" DEEP, 1/4" TO 5/16" THICK, AND FLUSH WITH TOP OF BEADS.
3. BEADS TO BE 3/8" HIGH WITH A RADIUS OF 1/2" AT BOTTOM AND 3/8" AT TOP.
4. ALL BEARING SURFACES TO BE MACHINED (IRON TO IRON).
5. FRAMES AND COVERS MUST CONFORM TO A.S.T.M. DESIGNATION A48, CLASS 30.
6. MIN. WEIGHTS: COVER-160 LBS., FRAME-250 LBS.
7. FRAME AND COVER SHALL BE U.S. FOUNDRY No. 410 OR (OLD No. 32) OR EQUIVALENT.

SANITARY SEWER MANHOLE FRAME & COVER DETAIL



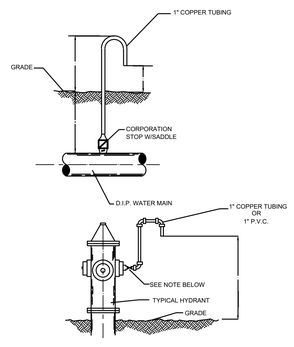
NOTE:

1. PROVIDE SPILLWAY FOR SMOOTH FLOW BETWEEN PIPES WITH DIFFERENT INVERT ELEVATIONS

PLAN OF MANHOLE BOTTOM AND FLOW CURVES

1. ALL FITTINGS TO BE LEAD-FREE BRASS AND APPROVED FOR USE WITH POTABLE WATER SYSTEMS (NSF-61 CERTIFIED). FITTINGS, VALVES AND SERVICE PIPING SHALL MATCH METER SIZE FOR 1-1/2" AND 2" METERS.
2. METER SETTERS SHALL BE USED WHEN CONNECTING EXISTING SERVICES WITH METER SETTERS INSTALLED OR UPON PERMISSION OF CITY TO MAINTAIN MIN. 6" AND MAX. 10" CLEARANCE BETWEEN THE TOP OF THE METER REGISTER AND THE UNDERSIDE OF THE METER BOX LID. IF CURB STOP VALVES CANNOT BE INSTALLED WITHIN METER BOX WHEN METER SETTER IS REQUIRED, VALVES SHALL BE INSTALLED WITHIN 2-FEET UPSTREAM OF THE METER BOX.
3. IN ACCORDANCE WITH THE CITY'S CROSS-CONNECTION CONTROL & BACKFLOW PREVENTION POLICY FOR PREMISES WHERE THERE IS AN AUXILIARY OR RECLAIMED WATER SYSTEM, THE INSTALLATION OF AN APPROPRIATE AND APPROVED BACKFLOW PROTECTION DEVICE IS REQUIRED. WHEN METER SETTER IS REQUIRED PER NOTE 2, REPLACEABLE DUAL-CHECK VALVE SHALL BE INTEGRAL TO METER SETTER PROVIDED BY THE MANUFACTURER. FOR NON-RESIDENTIAL SERVICES, AN APPROVED BACKFLOW DEVICE IS REQUIRED IN ACCORDANCE WITH THE CITY'S CROSS CONNECTION CONTROL & BACKFLOW PREVENTION POLICY.
4. CURB STOPS VALVE CLOSEST TO METERS MUST BE INSTALLED WITHIN THE METER BOX.

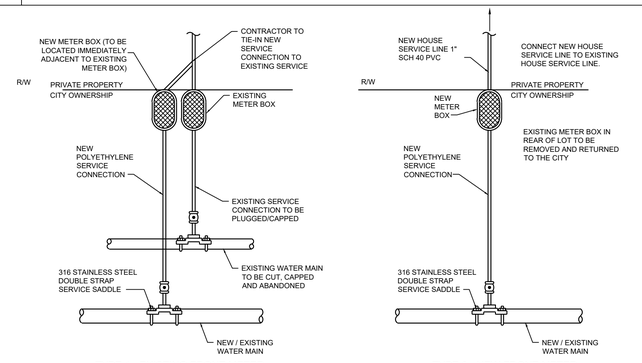
WATER SERVICE GENERAL NOTES



NOTES:

1. SAMPLE POINTS COMING FROM HYDRANTS TO INCLUDE A SMALL VALVE WITH A REMOVABLE HANDLE.
2. LABEL AND NUMBER LABEL AND NUMBER ALL SAMPLE POINTS PER PLAN SHEETS.
3. SAMPLING POINTS ON WATER MAINS: A CORPORATION STOP SHALL BE INSTALLED WITH A PIECE OF 1" COPPER TUBING EXTENDING UP OF THE GROUND. THE TUBING SHALL BE BENT SO THAT THE END OF THE TUBING IS LOOKING STRAIGHT DOWN. THE DISTANCE BETWEEN THE END OF THE TUBING AND THE GROUND LINE WILL BE A MINIMUM OF 2' AFTER SATISFACTORY BACTEROLOGICAL TESTING CORPORATION IS TO BE SHUT OFF AT MAIN AND ALL TUBING REMOVED.

SAMPLING POINT DETAILS



TYPE 1 - EXISTING FRONT METER

TYPE 2 - NEW FRONT METER

1. SEE TYPICAL SINGLE/DOUBLE WATER SERVICE CONNECTION DETAIL FOR ADDITIONAL REQUIREMENTS.
2. WHERE SERVICES CROSS UNDER THE ROADWAY, THE POLYETHYLENE TUBING SHALL BE INSTALLED WITHIN SCHEDULE 40 PVC CASING PIPE, OR POLYETHYLENE CASING PIPE UNLESS OTHERWISE NOTED. WATER SERVICE CASINGS CROSSING CAMINO REAL SHALL BE SCHEDULE 80 PVC. WATER SERVICES CROSSING CAMINO REAL SHALL BE INSTALLED UNDER THE ROADWAY VIA TRENCHLESS METHODS. OPEN CUTTING CAMINO REAL ROADWAY WILL NOT BE ALLOWED FOR INSTALLATION OF WATER SERVICES.
3. CONTRACTOR SHALL FIELD-VERIFY LOCATION OF ALL EXISTING WATER METERS TO BE REPLACED. CONTRACTOR SHALL REMOVE AND LEGALLY DISPOSE OF EXISTING WATER METERS AND METER BOXES ON PROPERTIES SERVICED FROM THE REAR FOLLOWING SUCCESSFUL TIE-IN AND PLACEMENT INTO SERVICE OF NEW WATER SERVICE AND METER ASSEMBLY.
4. EXISTING SERVICES MUST REMAIN IN SERVICE UNTIL THE NEW MAIN HAS BEEN CLEARED AND CERTIFIED. FOLLOWING CERTIFICATION, THE CONTRACTOR MAY TIE-IN THE NEW SERVICE LINES AND METER ASSEMBLIES TO THE EXISTING WATER SERVICE ASSEMBLIES.
5. EXISTING WATER SERVICES TO BE REPLACED SHALL BE PLUGGED/CAPPED AND ABANDONED UPSTREAM OF THE EXISTING METER LOCATION.
6. CONTRACTOR SHALL COORDINATE WITH CITY AND ENGINEER TO DETERMINE ROUTING/LOCATION OF NEW WATER SERVICE LINES AND METER/METER BOX ASSEMBLIES ON PROPERTIES PRIOR TO INSTALLATION OF WATER METERS AND/OR METER BOXES. WHERE THE WATER SERVICE IS BEING RELOCATED FROM THE REAR OF A PROPERTY TO THE FRONT OF THE PROPERTY, NEW WATER SERVICE AND METER ASSEMBLIES SHALL BE LOCATED AS NECESSARY TO MINIMIZE LENGTH OF NEW WATER SERVICE TO THE TIE-IN LOCATION AND TO MINIMIZE DISRUPTION OF PRIVATE PROPERTY LANDSCAPING, HARDSCAPES, STRUCTURES, DRIVEWAYS, ETC. AT PROPERTIES WITH EXISTING FRONT METER, PROPOSED METER(S) SHALL BE INSTALLED IMMEDIATELY ADJACENT TO EXISTING METER(S) AND EXISTING PRIVATE SIDE WATER SERVICE SHALL BE CONNECTED TO PROPOSED SERVICE.
7. REPLACEMENT WATER METERS SHALL BE FURNISHED BY THE CITY OF BOCA RATON FOR INSTALLATION BY THE CONTRACTOR. CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING AND INSTALLING METER BOX AS APPROVED BY THE ENGINEER AND CITY. CONTRACTOR SHALL RECORD METER READINGS AND CORRESPONDING METER ADDRESSES PRIOR TO REMOVING EXISTING WATER METERS FROM SERVICE.
8. CONTRACTOR SHALL COORDINATE WITH THE CITY TO OBTAIN ALL NECESSARY PERMITS PRIOR TO INSTALLATION OF NEW WATER SERVICE LINES AND METERS/METER BOXES ON PRIVATE PROPERTY.
9. AT CONTRACTOR'S SOLE EXPENSE, CONTRACTOR SHALL COMPLETELY RESTORE TO ORIGINAL CONDITION OR BETTER ANY EXISTING DRIVEWAYS, WALKWAYS, SOD, HARDSCAPES, FENCING, STRUCTURES, UTILITIES, ETC. ON PRIVATE PROPERTY WHICH ARE DAMAGED/REMOVED DURING CONSTRUCTION OF THE PROPOSED WATER MAINS AND WATER SERVICES.

SERVICE CONNECTION TYPES

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HSQ GROUP, LLC
Engineers - Planners - Surveyors
1601 Yamato Road, Suite 105
Boca Raton, Florida 33431 - 561.392.0221
C26258 - LB7924

PALM SPRINGS MARKET PLACE

WATER AND SEWER DETAILS

DATE:
DESIGNED BY: JH
DRAWN BY: HG
CHECKED BY: JH

JAY HUEBNER LICENSE No. 54615 STATE OF FLORIDA PROFESSIONAL ENGINEER

DATE:
JAY HUEBNER, P.E.
FLORIDA REGISTRATION NO. - 54615

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PROJECT: 240210

SHEET: WSD-1

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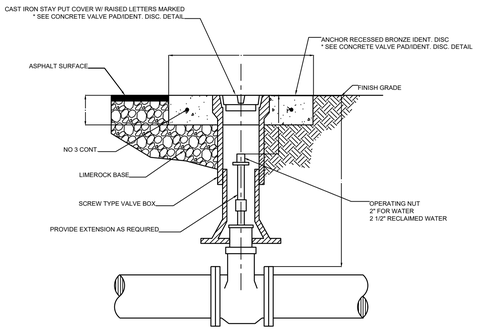
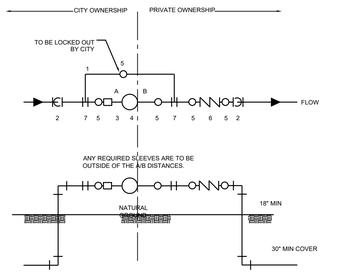


VALVE AND BOX DETAIL

METER SIZE	SIZE OF SPOOL PIECE BETWEEN OSY VALVE AND METER FLANGE	
	A	B
4"	**	8"
6"	30"	12"
8"	40"	16"



** USE 4" TURBO 1000 METER WITH INTEGRAL STRAINER

1. ABOVEGROUND BYPASS
2. UPPER AND LOWER 90 ELB.
3. STRAINER
4. METER
5. OSY VALVES
6. REDUCED PRESSURE BACKFLOW ALL BELOW GRADE PIPE/FITTINGS TO BE M.J./R.J. ABOVE FLGD X FLGD.
7. TEE

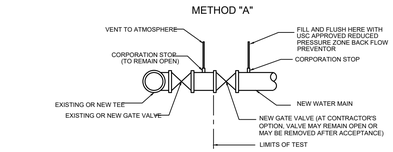
METER, STRAINER, BY PASS AND BACKFLOW ARE TO BE VERTICALLY SUPPORTED (NOT SHOWN)

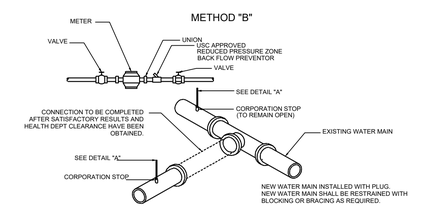
METER AND STRAINER SHALL BE INSTALLED BY MANUFACTURERS' GUIDELINES.

A,B DIMENSIONS ARE IN INCHES. THE NUMBER OF PIPE DIAMETERS UPSTREAM FROM THE METER AND DOWNSTREAM FROM THE METER CAN BE CALCULATED BY MAINTAINING MANUFACTURES RECOMMENDATIONS BASED ON METER SIZE.

NOTE:IF TEST TEE IS INSTALLED AFTER THE METER. CONTRACTOR MUST MAINTAIN A MINIMUM OF TWO PIPE DIAMETERS DOWNSTREAM FROM THE METER.

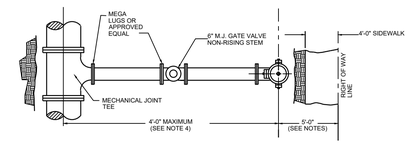
POTABLE WATER ABOVE GROUND METER INSTALLATION

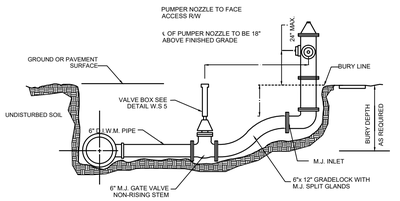




1. REMOVE TEMPORARY CONNECTION CONNECTION OF CORPORATION STOP ON EXISTING MAIN AFTER FILLING AND FLUSHING OF NEW LINE.
2. DO NOT REMOVE TEMPORARY CONNECTION AT CORPORATION STOP ON NEW MAIN UNTIL TESTING HAS BEEN COMPLETED.

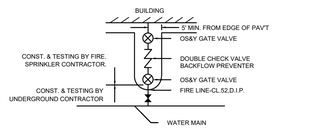
FILLING AND FLUSHING CONNECTION





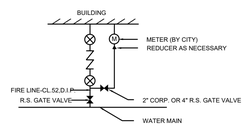
1. HYDRANT SHALL BE INSTALLED PLUMB AND TRUE.
2. ALL ABOVE GRADE PORTIONS OF THE HYDRANT SHALL BE PAINTED SILVER.
3. HYDRANT IS TO BE LOCATED PER NFPA 1141-8.1.4, LATEST EDITION.
4. IF THE SIDEWALK WIDTH IS GREATER THAN 4' IN 50' WIDE RIGHT-OF-WAY, THEN THE HYDRANT MUST BE INSTALLED IN A SPECIAL EASEMENT IN BACK OF THE SIDEWALK.
5. CLEARANCES OF SEVEN AND ONE HALF FEET (7'-6") IN FRONT OF AND TO THE SIDES OF THE HYDRANT, WITH A FOUR FEET (4') CLEARANCE TO THE REAR OF THE HYDRANT ARE REQUIRED.
6. BURIED HYDRANT HARDWARE (NUTS & BOLTS) SHALL BE STAINLESS STEEL (TYPE 304 OR BETTER).
7. NO CONNECTION (TEE OR TAP) IS ALLOWED BETWEEN THE HYDRANT CONTROL VALVE AND THE HYDRANT.

TYPICAL FIRE HYDRANT INSTALLATION



TYPICAL FIRE LINE

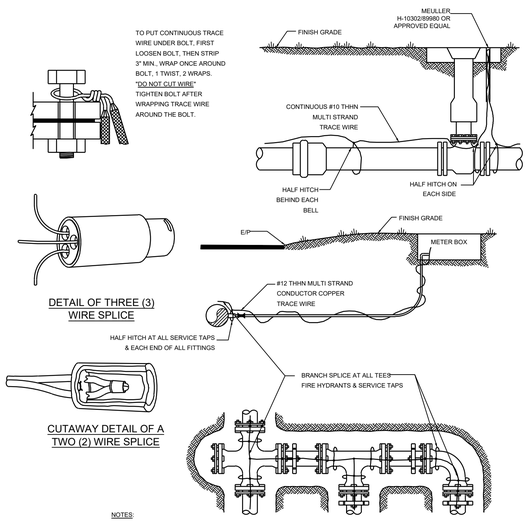
NOTE: ALL FIRE LINES TO CONFORM TO ENVIRONMENTAL CONTROL REGULATION RULE NUMBER TWO, AND BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURERS RECOMENDATIONS. D.C.V. TO BE U.L. LISTED & APPROVED FOR FIRE SERVICE. WATTS 709 SERIES OR APPOVED EQUAL.



FIRE LINE / DOMESTIC

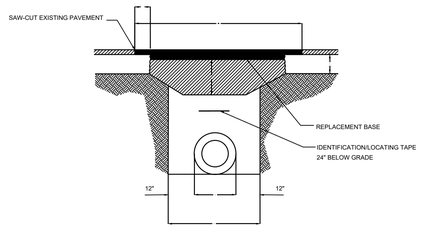
1", 1/12", 2" METER ONLY

FIRE LINES



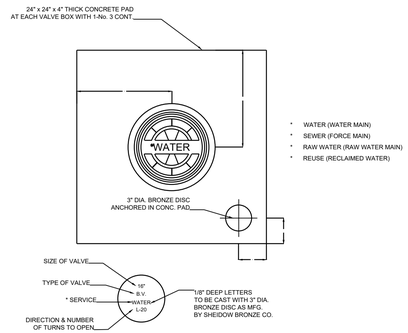
NOTES:
1. TRACE WIRE IS REQUIRED ON ALL PIPE AS NOTED BY UTILITIES ENGINEER, AND SHOWN IN STANDARD DETAILS.
2. INCLUDE ALL COST OF MATERIAL & LABOR IN PRICE OF PIPE.
3. CONTRACTOR IS RESPONSIBLE FOR CONTINUITY OF ALL TRACE WIRE.

TRACE WIRE DETAIL



1. REPLACED BASE MATERIAL OVER DITCH SHALL BE TWICE THE THICKNESS OF THE ORIGINAL BASE, (2T) OR 16" MIN. WHICHEVER IS GREATER
2. BASE MATERIAL SHALL BE PLACED IN TWO OR THREE LIFTS AND EACH LIFT COMPACTED TO 98% MAXIMUM DENSITY PER AASHTO T-180 (MAX. LIFT THICKNESS = 8")
3. ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED AND BUTT-JOINTED.
4. ALL DISTURBED PAVEMENT MARKINGS SHALL BE RESTORED IN ACCORDANCE WITH CITY STANDARDS.
5. SURFACE SURFACE MATERIAL SHALL BE FDOT TYPE S-III ASPHALTIC CONC.(MIN. THICKNESS 2") TWO 1" LIFTS
6. ANY PAVT. CUTS SHALL BE COLD PATCHED AT END OF EACH WORKING DAY TO FACILITATE UNHINDERED TRAFFIC FLOW.
7. PIPE SHALL BE PLACED IN A DRY TRENCH
8. CONTRACTOR SHALL PROVIDE ADEQUATE COMPACTED FILL BENEATH THE HAUNCHES OF THE PIPE, USING MECHANICAL TAMPS SUITABLE FOR THIS PURPOSE.

ROADWAY PAVEMENT RESTORATION



* WATER (WATER MAIN)
* SEWER (FORCE MAIN)
* RAW WATER (RAW WATER MAIN)
* REUSE (RECLAIMED WATER)

CONCRETE VALVE PAD IDENTIFICATION DISC

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Engineers - Planners - Surveyors
1001 Yamato Road, Suite 105
Boca Raton, Florida 33431 - (561) 392-0221
C26258 - LB7924

PALM SPRINGS MARKET PLACE

WATER AND SEWER DETAILS

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CHECKED BY: JH

JAY HUEBNER LICENSE No. 54615 STATE OF FLORIDA PROFESSIONAL ENGINEER

DATE:
JAY HUEBNER, P.E.
FLORIDA REGISTRATION NO. - 54615

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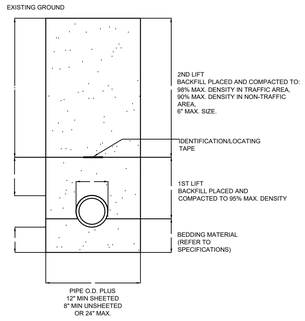
PROJECT: 240210

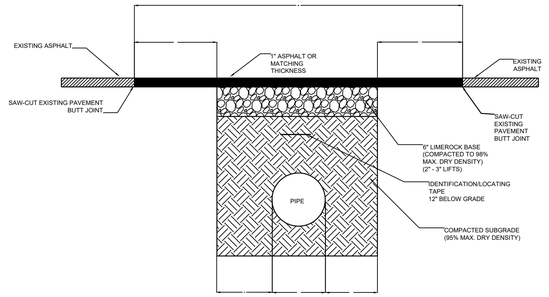
SHEET: WSD-2



NOTES

1. FOR EXCAVATION AND BACKFILL AROUND MANHOLES, APPURTENANCES, OR IN WATER, REFER TO PROVISIONS WITHIN THE SPECIFICATIONS.
2. UNLESS OTHERWISE SPECIFIED, BEDDING MATERAL SHALL CONSIST OF WASHED AND GRADED LIMEROCK (3/8"-7/8").
3. WHERE REQUIRED, SHEETING AND SHORING SHALL BE IN ACCORDANCE WITH SPECIFICATIONS
4. REFER TO SPECIFICATIONS FOR EXCAVATION IN MUCK OR OTHER UNSUITABLE MATERIAL

TYPICAL TRENCH EXCAVATION



NOTES:

1. NO OPEN CUTS PERMITTED WITHIN CITY-OWNED RIGHTS-OF-WAY WITHOUT WRITTEN PERMISSION OF THE CITY OF BOCA RATON ENGINEERING DEPARTMENT.
2. CITY OF BOCA RATON ENGINEERING DEPARTMENT TO BE NOTIFIED FOR INSPECTION OF LIMEROCK AND SUBGRADE PRIOR TO RECONSTRUCTION OF ASPHALT.
3. ANY CUTS GREATER THAN 36" THE CONTRACTOR MUST SUBMIT TO THE CITY OF BOCA RATON ENGINEERING DEPARTMENT A SHOP DRAWING OF HIS PROPOSED PAVEMENT REPAIR FOR APPROVAL.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAING TRAFFIC IN ACCORDANCE WITH THE STATE OF FLORIDA, MANUAL ON TRAFFIC CONTROL & SAFE PRACTICES.

OPEN-CUT DRIVEWAY REPLACEMENT

STANDARD SEPARATIONS

NEW OR RELOCATED, UNDERGROUND WATER MAINS WILL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER, STORM SEWER, STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.; A HORIZONTAL DISTANCE OF AT LEAST SIX FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY-TYPE SANITARY SEWER (OR A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY-TYPE SANITARY SEWER IF THE BOTTOM OF THE WATER MAIN WILL BE LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER); A HORIZONTAL DISTANCE OF AT LEAST SIX FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.; AND A HORIZONTAL DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND ALL PARTS OF ANY EXISTING OR PROPOSED "ON-SITE TREATMENT AND DISPOSAL SYSTEM."

NEW OR RELOCATED, UNDERGROUND WATER MAINS THAT WILL CROSS ANY EXISTING OR PROPOSED GRAVITY-OR VACUUM-TYPE SANITARY SEWER OR STORM SEWER WILL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST SIX INCHES ABOVE THE OTHER PIPELINE OR AT LEAST 12 INCHES BELOW THE OTHER PIPELINE; AND NEW OR RELOCATED, UNDERGROUND WATER MAINS THAT WILL CROSS ANY EXISTING OR PROPOSED PRESSURE-TYPE SANITARY SEWER, WASTEWATER OR STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER WILL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES ABOVE OR BELOW THE OTHER PIPELINE.

AT THE UTILITY CROSSINGS DESCRIBE IN PART II.C.1.W OF DEP FORM 62-555.900(7), ONE FULL LENGTH OF WATER MAIN PIPE WILL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE OR THE PIPES WILL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, STORM SEWERS, STORMWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C., AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY-OR PRESSURE-TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

PIPE MARKINGS

ALL PIPE AND PIPE FITTINGS INSTALLED UNDER THIS PROJECT WILL BE COLOR CODED OR MARKED IN ACCORDANCE WITH SUBPARAGRAPH 62-555.320(21)(B)3, F.A.C., USING BLUE AS A PREDOMINANT COLOR, (UNDERGROUND PLASTIC PIPE WILL BE SOLID-WALL BLUE PIPE, WILL HAVE A CO-EXTRUDED BLUE EXTERNAL SKIN, OR WILL BE WHITE OR BLACK PIPE WITH BLUE STRIPES INCORPORATED INTO, OR APPLIED TO, THE PIPE WALL; AND UNDERGROUND METAL OR CONCRETE PIPE WILL HAVE BLUE STRIPES APPLIED TO THE PIPE WALL. PIPE STRIPED DURING MANUFACTURING OF THE PIPE WILL HAVE CONTINUOUS STRIPES THAT RUN PARALLEL TO THE AXIS OF THE PIPE, THAT ARE LOCATED AT NO GREATER THAN 90-DEGREE INTERVALS AROUND THE PIPE, AND THAT WILL REMAIN INTACT DURING AND AFTER INSTALLATION OF THE PIPE. IF TAPE OR PAINT IS USED TO STRIPE PIPE DURING INSTALLATION OF THE PIPE, THE TAPE OR PAINT WILL BE APPLIED IN A CONTINUOUS LINE THAT RUNS PARALLEL TO THE AXIS OF THE PIPE AND THAT IS LOCATED ALONG THE TOP OF THE PIPE; FOR PIPE WITH AN INTERNAL DIAMETER OF 24 INCHES OR GREATER, TAPE OR PAINT WILL BE APPLIED IN CONTINUOUS LINES ALONG EACH SIDE OF THE PIPE AS WELL AS ALONG THE TOP OF THE PIPE. ABOVEGROUND PIPE WILL BE PAINTED BLUE OR WILL BE COLOR CODED OR MARKED LIKE UNDERGROUND PIPE.)

STANDARD SEPARATIONS & PIPE MARKING NOTES

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Engineers - Planners - Surveyors
1601 Yamato Road, Suite 105
Boca Raton, Florida 33431 - (561) 392-0221
C26258 - LB7924

PALM SPRINGS MARKET PLACE

WATER AND SEWER DETAILS

DATE:	
DESIGNED BY:	JH
DRAWN BY:	HG
CHECKED BY:	JH

JAY HUEBNER LICENSE No. 54615 STATE OF FLORIDA PROFESSIONAL ENGINEER

DATE:
JAY HUEBNER, P.E.
FLORIDA REGISTRATION NO. - 54615

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PROJECT:	240210
SHEET:	WSD-3

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PLAT LIMITS

PCN: 70-43-44-19-14-002-0090
PCN: 70-43-44-19-14-002-0111
OWNER: PROLACTO MICH INC
MILLERS ADDITION
P.B. 16, PG. 16, P.B.C.R.

S 88°04'23" E 83.33'

PLAT LIMITS

RETENTION AREA

CLEANOUT

S 01°36'15" W 75.00'

PCN: 70-43-44-19-14-003-0140
OWNER: BALAOURAS ELEFTHERIA TRUST
MILLERS ADDITION
P.B. 16, PG. 16, P.B.C.R.
COMMERCIAL ZONING CG

PALM BEACH FIRE TRUCK
Custom

S 88°04'23" E 243.65'

DUMPSTER

BYPASS LANE

12 CAR STACKING

ASPHALT

VALVE

MILLERS ADDITION
PCN: 70-43-44-19-14-003-0211
OWNER: LAKE WORTH ROAD PLAZA LLC
P.B. 16, PG. 16, P.B.C.R.
COMMERCIAL ZONING CG

N 01°36'15" E 266.45'

BAY No. 1	BAY No. 2	BAY No. 3	BAY No. 4	BAY No. 5	BAY No. 6	BAY No. 7	BAY No. 8
1500	2213	1206	1206	1206	1144	1206	1194
DRIVE UP COFFEE	RETAIL	RETAIL	RETAIL	RETAIL	RETAIL	RETAIL	RESTAURANT

PROPOSED BUILDING
F.F. ELEV.=14.00'
N.A.V.D.

MONITORING WELL

GAS LIDS

LIGHT

SIGN

S 02°25'59" E 37.08'

S 44°44'56" W 50.22'

N 88°04'23" W 297.96'

PALM BEACH FIRE TRUCK
Custom

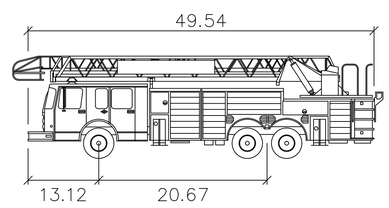
WEST BOUND LANES ASPHALT
STATE ROAD NO. 802
LAKE WORTH ROAD
(124' RIGHT OF WAY)
AS MEASURED ON THE
PALM BEACH COUNTY PROPERTY APPRAISERS WEB MAP
MULTILANE DIVIDED HIGHWAY

SOUTH BOUND LANES ASPHALT
STATE ROAD NO. 807
SOUTH CONGRESS AVENUE
(RIGHT OF WAY WIDTH VARIES)
AS MEASURED ON THE
PALM BEACH COUNTY PROPERTY APPRAISERS WEB MAP
MULTILANE DIVIDED HIGHWAY

COMMERCIAL ZONING CG

N

20 10 5 0 20
1"= 20'



Fire Truck

	feet
Width	: 8.53
Track	: 8.53
Lock to Lock Time	: 6.0
Steering Angle	: 32.6

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NO	DATE	BY	REVISIONS

HSQ GROUP, LLC
Engineers · Planners · Surveyors
1001 Yamato Road, Suite 105
Boca Raton, Florida 33431 · (561) 392-0221
C26258 · LB7924

PALM SPRINGS MARKET PLACE

FIRE & GARBAGE TRUCK PATH PLAN

DATE:	10/18
DESIGNED BY:	JH
DRAWN BY:	HG
CHECKED BY:	JH

JAY HUEBNER
LICENSE
No. 54615
STATE OF FLORIDA
PROFESSIONAL ENGINEER

DATE:
JAY HUEBNER, P.E.
FLORIDA REGISTRATION NO. - 54615

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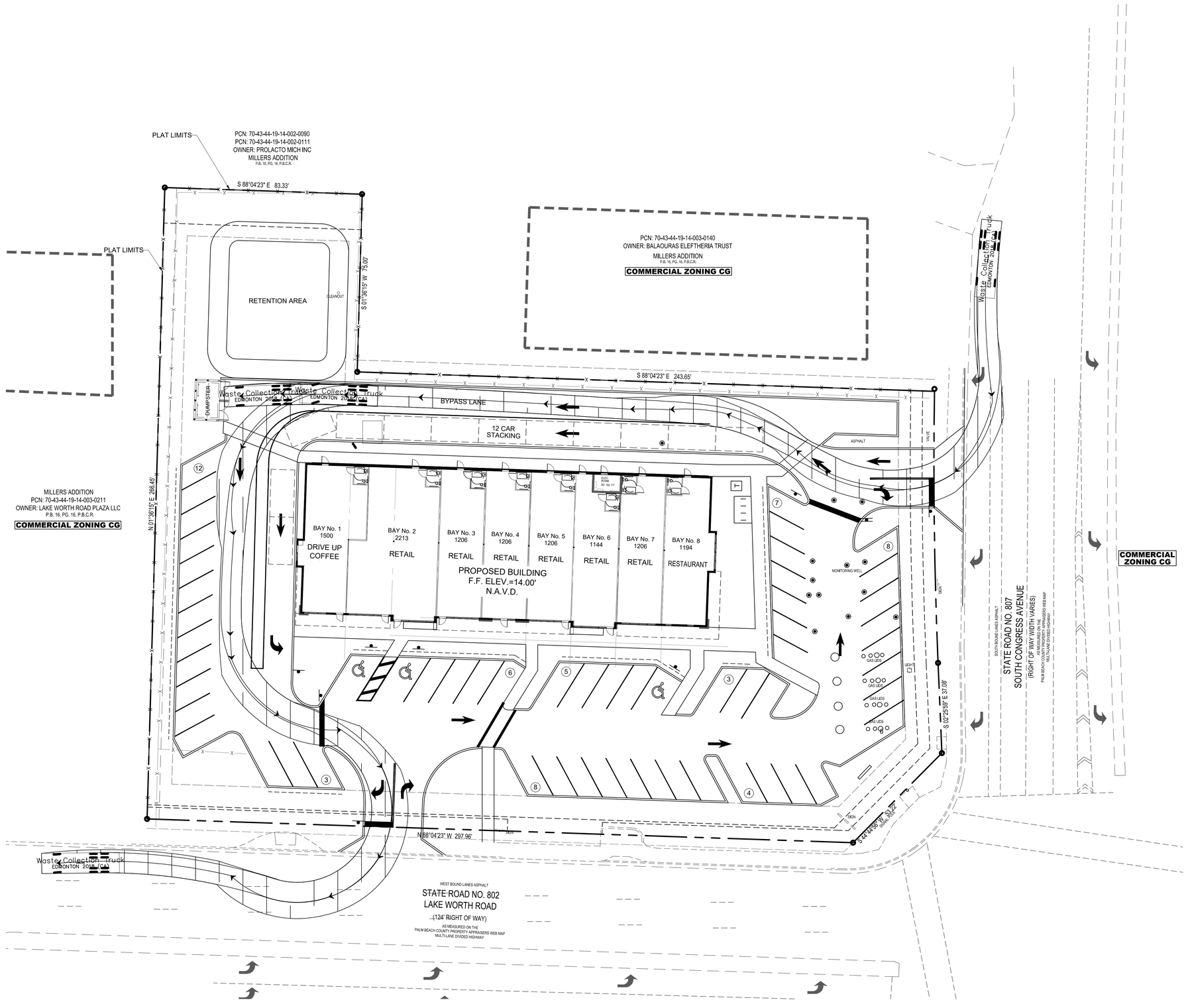
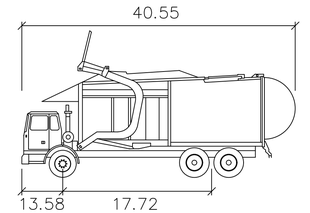
PROJECT:	240210
SHEET:	FT-1





Front Loading Collection truck

feet

Width	: 8.53
Track	: 8.53
Lock to Lock Time	: 6.0
Steering Angle	: 27.7

Waste Collection Truck
EDMONTON 2018 (CA)

Sunshine811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

NO	DATE	BY	REVISIONS

HSQ GROUP, LLC
Engineers · Planners · Surveyors
16911 Yamato Road, Suite 105
Boca Raton, Florida 33431 · (561) 392-0221
C26258 · LB7924

PALM SPRINGS MARKET PLACE

FIRE & GARBAGE TRUCK PATH PLAN

DATE:	10/18
DESIGNED BY:	JH
DRAWN BY:	HG
CHECKED BY:	JH

JAY HUEBNER LICENSE No. 54615 STATE OF FLORIDA PROFESSIONAL ENGINEER

DATE:
JAY HUEBNER, P.E.
FLORIDA REGISTRATION NO. - 54615

The seal appearing on this document was authorized by Jay Huebner, P.E. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

PROJECT:	240210
SHEET:	FGT-1

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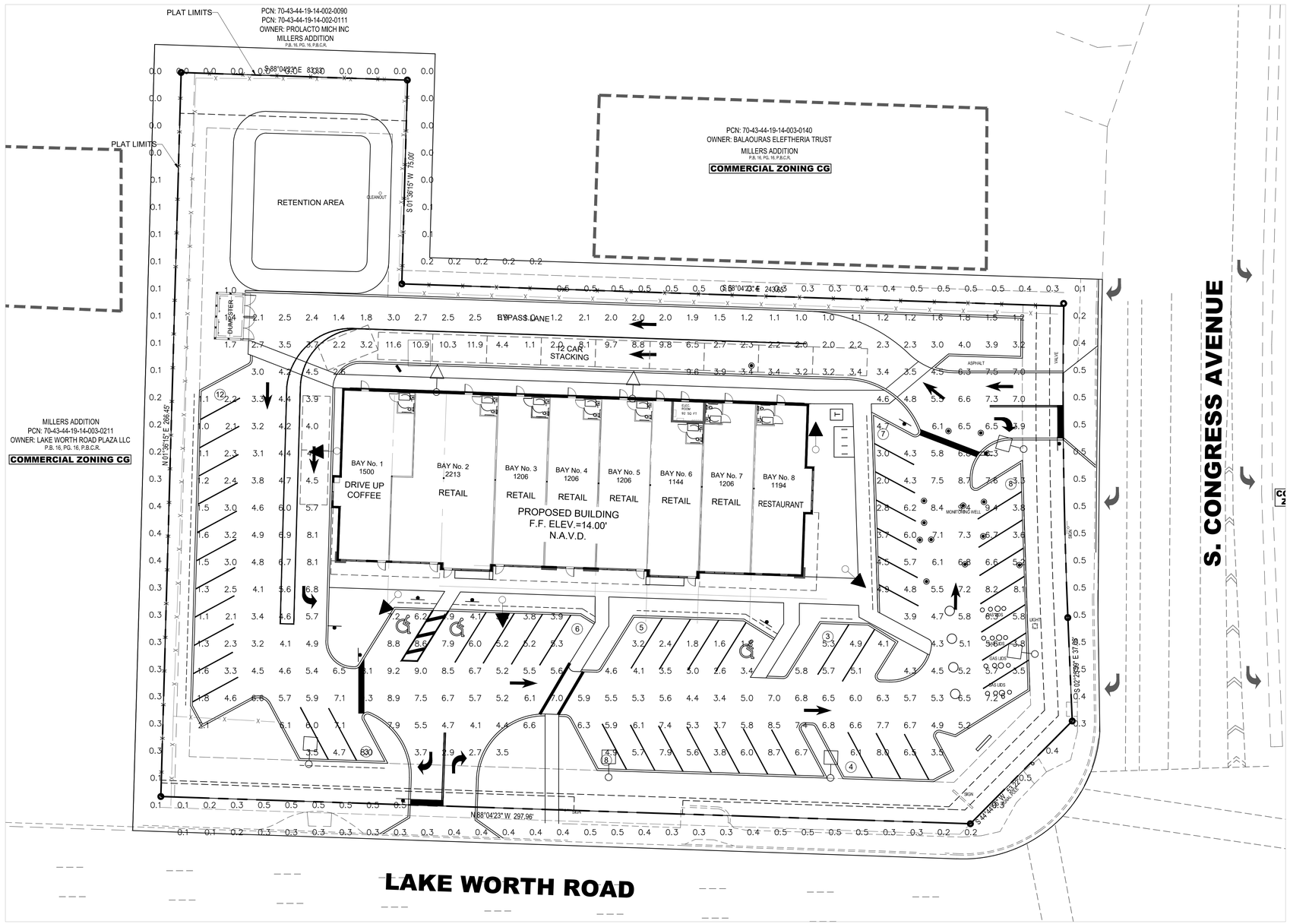
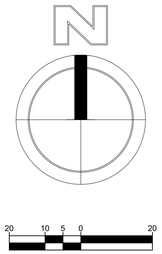
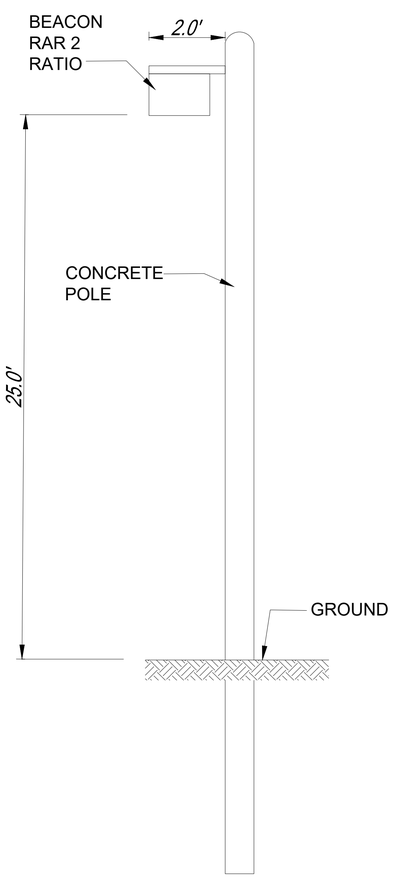




COMMERCIAL RETAIL



LUMINAIRE SCHEDULE

CALLOUT	SYMBOL	LAMP	DESCRIPTION	MODEL	QUANTITY	TOTAL LUMENS	IES FILE
RAR2		(1) B-70-CRI		BEACON, RAR2-320L-165-4K7-3	5	21714	RAR2-320L-165-4K7-3 (1)
RAR-2-HSS		(1) B-70-CRI	Ratio Area 3; Type IV-W Optics with 90° House-Side Shield (mounted on door)	BEACON, RAR2-320L-165-3K7-4W-HSS-90-B	7	18282	RAR2-320L-165-3K7-4W-HSS-90-B
RAR2-HSS		(1)	Ratio Area 3; Type IV-W Optics with 90° House-Side Shield (mounted on door)	BEACON, RAR2-320L-165-3K7-4W-HSS-90-B	2	16235	RAR2-320L-165-3K7-4W-HSS-90-B

ONSITE LIGHTING

AVERAGE FOOT-CANDLES	4.74
MAXIMUM FOOT-CANDLES	11.9
MINIMUM FOOT-CANDLES	1.0
MINIMUM TO MAXIMUM FC RATIO	0.07
MAXIMUM TO MINIMUM FC RATIO	13.71
AVERAGE TO MINIMUM FC RATIO	5.46

OFFSITE LIGHTING

AVERAGE FOOT-CANDLES	0.31
MAXIMUM FOOT-CANDLES	0.5
MINIMUM FOOT-CANDLES	0
MINIMUM TO MAXIMUM FC RATIO	0.01
MAXIMUM TO MINIMUM FC RATIO	67.31
AVERAGE TO MINIMUM FC RATIO	26.62

Sunshine811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

Z:\Projects\2024\240210-3965 S CONGRESS\Drawings\Lighting\240210-PH-1.dwg

NO	DATE	BY	REVISIONS

HSQ GROUP, LLC
Engineers · Planners · Surveyors
1001 Yamato Road, Suite 105
Boca Raton, Florida 33431 - (561) 392-0221
C26258 - LB7924

PALM SPRINGS MARKET PLACE

PHOTOMETRIC PLAN

DATE:	01/16
DESIGNED BY:	JH
DRAWN BY:	HG
CHECKED BY:	JH

JAY HUEBNER LICENSE No. 54615 STATE OF FLORIDA PROFESSIONAL ENGINEER
DATE:
JAY HUEBNER, P.E.
FLORIDA REGISTRATION NO. - 54615

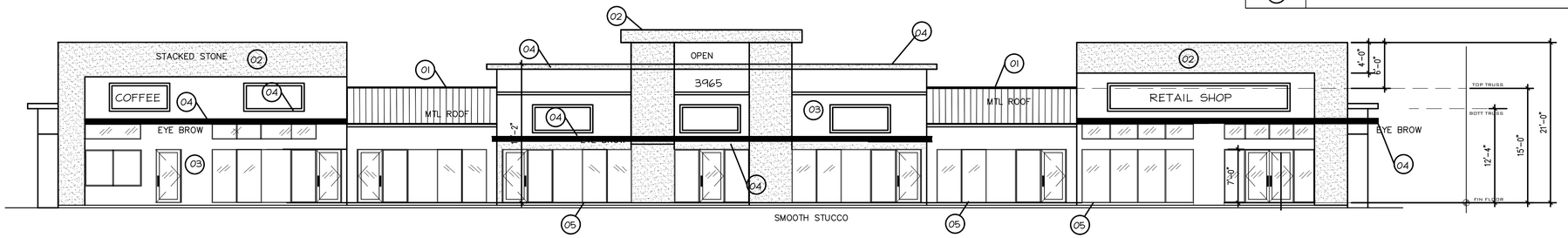
No. of the seal, signature, signing agent and dates by this material, P.E. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

PROJECT: 240210

SHEET: PH-1 of 2

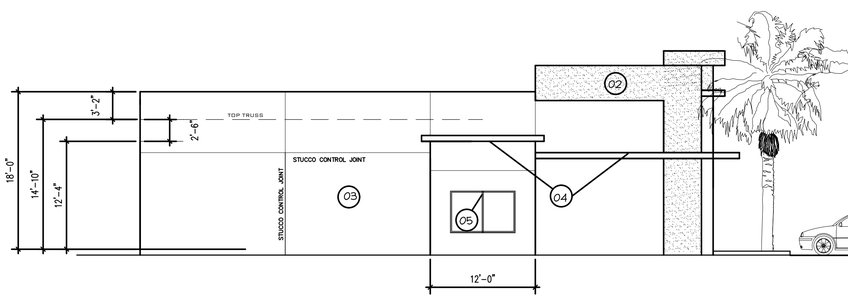
FINISH SCHEDULE

MARK	DESCRIPTION
01	BLACK METAL ROOF
02	DARK GRAY STACKED STONE
03	SMOOTH STUCCO - BENJAMIN MOORE 2119-60 "SILVER LINING"
04	TRIM STUCCO - BENJAMIN MOORE 2119-40 "SILVER STREAK"
05	BRONZE WINDOW FRAME
06	BRONZE GUTTER AND DOWN SPOUTS

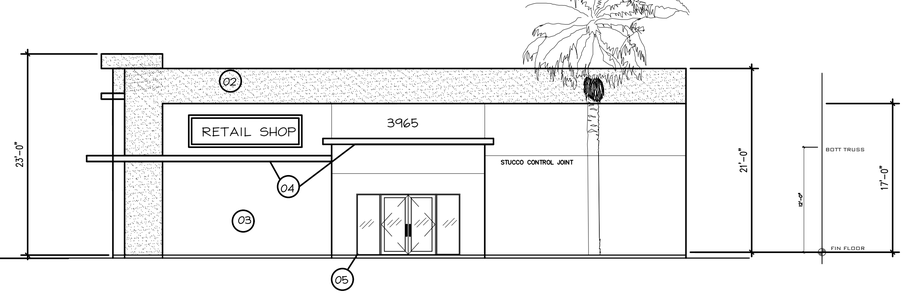


SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

LAKE WORTH ROAD

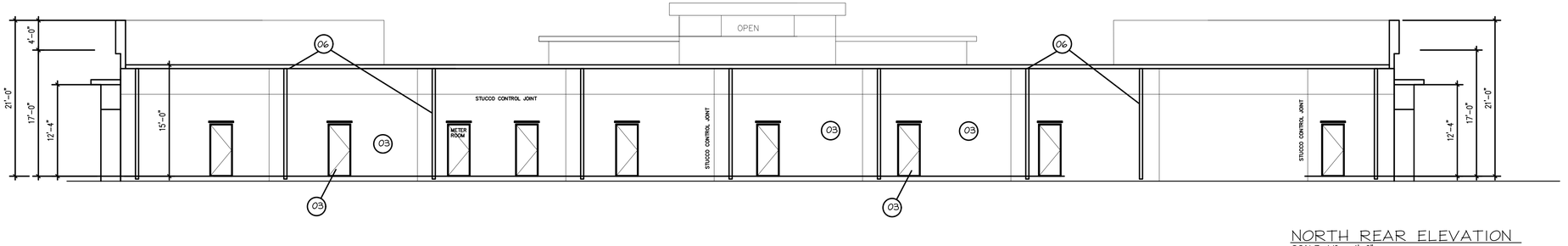


WEST END ELEVATION
SCALE: 1/8" = 1'-0"



EAST END ELEVATION
SCALE: 1/8 = 1'-0"

CONGRESS AVE



NORTH REAR ELEVATION
SCALE: 1/8 = 1'-0"

PAUL CHARETTE A.I.A.
LICENSE AR0016279

MARK HUNLEY A.I.A.
LICENSE AR0099784

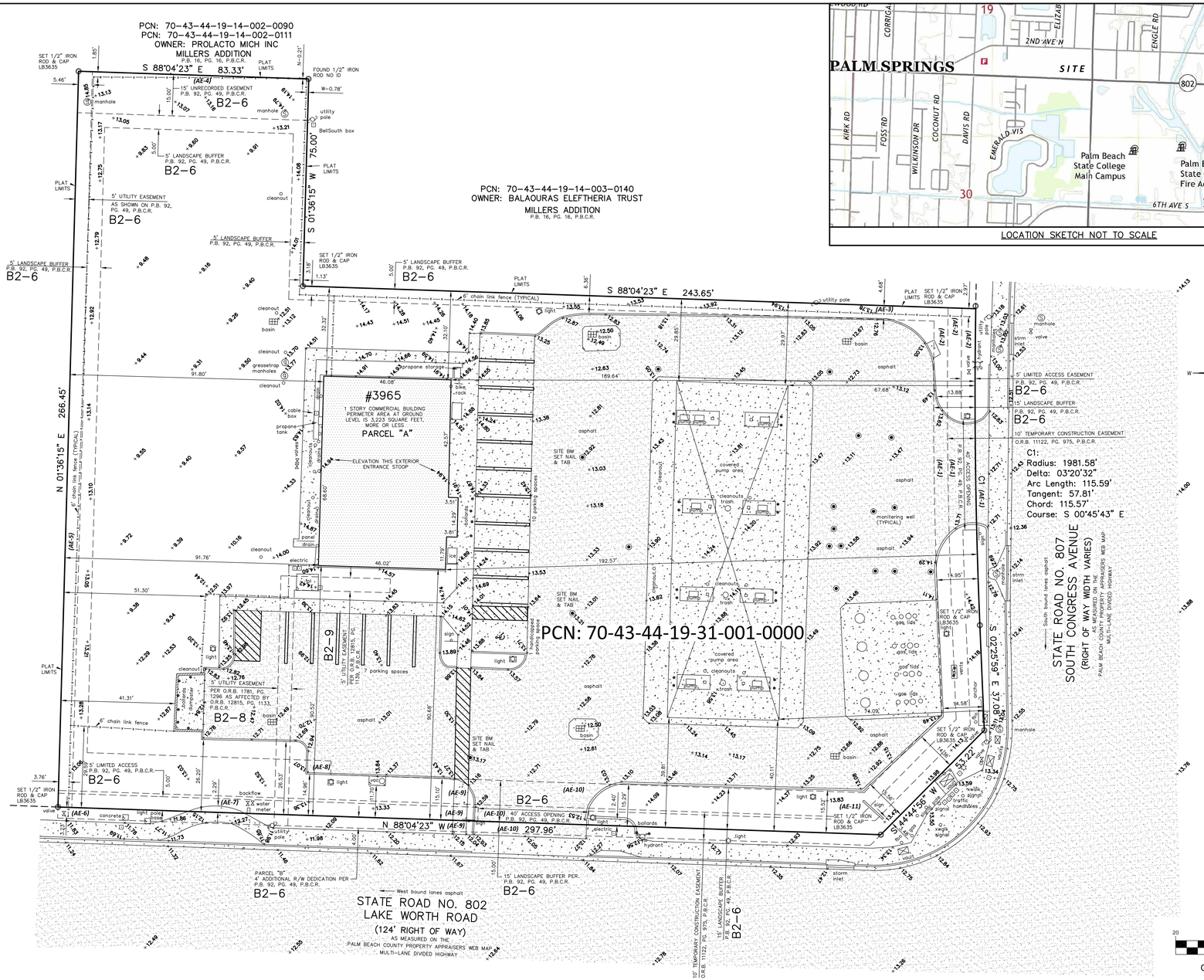
THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY MARK HUNLEY OR PAUL CHARETTE ON THE DATE ADJACENT TO THE SEAL USING A SHA AUTHENTICATION CODE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SHA AUTHENTICATION CODE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

CHARETTE INTERNATIONAL ARCHITECTURE
551 NW 77TH ST SUITE 107
BOCA RATON, FL 33487
paul@charettearch.com
561-756-6094
mark@charettearch.com
954-809-9802
WWW.CHARETTEARCH.COM

PALM SPRINGS MARKETPLACE
3965 S.CONGRESS AVE
PALM SPRINGS, FL
JOB NUMBER: 2024-117

STARTED:	09/29/2024
PRELIM:	10-1-2024
PRELIM 2:	10-16-2024
PRELIM 3:	
P&Z FINAL:	3-18-2025
CONST DOCS:	
BLDG DEPT:	
BLDG DEPT:	
BLDG DEPT:	
AS-BUILTS:	
ISSUED:	

SHEET
A-2



LOCATION SKETCH NOT TO SCALE

ACCURATE LAND SURVEYORS, INC.
L.B. #3635
1600 S. FEDERAL HIGHWAY
SUITE 600
POMPANO BEACH, FLORIDA 33062
TEL: (954) 782-1441
FAX: (954) 782-1442
EMAIL: INFO@ACCURATELANDSURVEYORS.COM

ALTA/NSPS LAND TITLE & TOPOGRAPHIC SURVEY

SYMBOLS & LEGEND OF ABBREVIATIONS:

R/W	=	RIGHT OF WAY	×7.00'	=	ELEVATIONS BASED ON N.A.V.D.
N	=	NORTH	(AE)	=	APPARENT ENCROACHMENT
S	=	SOUTH	P.B.C.R.	=	PALM BEACH COUNTY RECORDS
E	=	EAST	M.D.C.R.	=	MIAMI-DADE COUNTY RECORDS
W	=	WEST	P.O.C.	=	POINT OF COMMENCEMENT
D.B.	=	DEED BOOK	P.O.B.	=	POINT OF BEGINNING
ENCH.	=	ENCROACH	CHATT.	=	CHATTAHOOCHEE
F.F.	=	FINISHED FLOOR	F.P.L.	=	FLORIDA POWER & LIGHT
GAR.	=	GARAGE	B.C.R.	=	BROWARD COUNTY RECORDS
C/L	=	CENTERLINE	O.R.B.	=	OFFICIAL RECORDS BOOK
MH	=	MANHOLE	F.D.O.T.	=	FLORIDA DEPARTMENT OF TRANSPORTATION
(M)	=	MEASURED	D.E.P.	=	DEPARTMENT OF ENVIRONMENTAL PROTECTION
P.B.	=	PLAT BOOK	D.N.R.	=	DEPARTMENT OF NATURAL RESOURCES
A/C	=	AIR CONDITIONER	P.R.M.	=	PERMANENT REFERENCE MONUMENT
P	=	PLAT	N.A.V.D.	=	NORTH AMERICAN VERTICAL DATUM

VALVE	UTILITY BOX		PARKING STRIPE
MANHOLE	HYDRANT		OVERHEAD UTILITY LINES
BASIN	UTILITY POLE		6" CONCRETE WALL
WELL	VAULT		COVERED AREA
WATER METER	LIGHT		CONCRETE
MONITERING WELL	BOLLARD		BRICK PAVERS
PROPERTY CORNER	AIR CONDITIONER		TILE
			ASPHALT

STREET ADDRESS:

3965 South Congress Avenue
Palm Springs, Florida 33461

LEGAL DESCRIPTION:

Parcel A, Hess-Congress-Lake Worth , according to the plat thereof as recorded in Plat Book 92, Page 49, Public Records of Palm Beach County, Florida.

NOTES:

1. Unless otherwise noted field measurements are in agreement with record measurements.
2. Bearings shown hereon are based on a Plat bearing of North 88°04'23" West along the South line of Parcel "A", Plat Book 92, Page 49, Public Records of Palm Beach County, Florida.
3. The lands shown hereon were not abstracted for ownership, rights of way, easements, or other matters of records by Accurate Land Surveyors, Inc.
4. Ownership of fences and walls if any are not determined.
5. This survey is the property of Accurate Land Surveyors, Inc. and shall not be used or reproduced in whole or in part without written authorization.
6. Any and all underground features such as foundations, utility lines, Ext. were not located on this survey. This is an above ground survey only.
7. This survey reflects all obtainable, legible, plottable, recorded matters of survey per Schedule B2 of Old Republic National Title Insurance Company Commitment No: 1403235, Commitment Date: May 10, 2023 at 11:00P.M.
8. Perimeter area of the subject property is 68,865 square feet, or 1.5809 acres, more or less.
9. The flood zone information shown hereon is for the dwellable structure only unless otherwise indicated.
10. The location of overhead utility lines are approximate in nature due to their proximity above ground. size, type and quantity must be verified prior to design or construction.
11. There was no evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.
12. There was no evidence of recent street or sidewalk construction or repairs in the process of conducting the fieldwork.
13. Accuracy statement: This survey meets or exceeds the horizontal and vertical accuracy for Alta NSPS Land Title Survey Required February 2021.
14. Printed copies of this survey are not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.
15. PDF copies of this survey are not valid without the digital signature of a Florida Licensed Surveyor and Mapper and must be verified.

FLOOD INFORMATION:

Community name and number: Village of Palm Springs 120223
Map and panel number: 12099C0777F
Panel date: 10-05-2017
Index date: 10-05-2017
Flood zone: X
Base flood elevation: N/A

BENCHMARK INFORMATION:

Palm Beach County benchmark "DUFED"
Elevation = 16.635'NAVD1988

ORIGINAL DATE OF FIELD SURVEY: 05-20-2023	DRAWN BY: MLW	
FIELD BOOK: ALS-SU-23-0678	CHECKED BY: MLW	
REVISIONS & SURVEY UPDATES	DATE OF SURVEY & REVISIONS	BY
ADD PARCEL CONTROL NUMBER "NO FIELD VISIT"	03-19-2025	MLW
UPDATE/TOPOGRAPHIC SURVEY 24-0951	08-09-2024	MLW
ADD CERTS.	07-27-2023	AL/RLT

SCHEDULE B2 EXCEPTIONS:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-- Requirements are met. ***(This item is not a matter of survey.)***

2. a. General or special taxes and assessments required to be paid in the year 2023 and subsequent years. ***(This item is not a matter of survey.)***

b. Rights or claims of parties in possession not recorded in the Public Records. ***(This item is not a matter of survey.)***

c. Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land. ***(After upon review of survey to be determined by title examiner.)***

d. Easements or claims of easements not recorded in the Public Records. ***(This item is not certifiable.)***

e. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records. ***(This item is not a matter of survey.)***

3. Any Owner's Policy issued pursuant hereto will contain under Schedule B the following exception: Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands. ***(As of date of survey the subject property was not submerged.)***

4. Any lien provided by County Ordinance or by Chapter 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality. ***(This item is not a matter of survey.)***

5. Rights of the lessees under unrecorded leases. ***(This item is not a matter of survey.)***

6. All matters contained on the Plat of Hess-Congress-Lake Worth, as recorded in Plat Book 92, Page 49, Public Records of Palm Beach County, Florida. ***(All plottable matters of survey are shown hereon.)***

7. Restrictions contained in Special Warranty Deed recorded in O.R. Book 31438, Page 1640, Public Records of Palm Beach County, Florida. ***(This item affects the subejct property however it is not a plottable matter of survey.)***

8. Easement for public utilities in favor of the City of Lake Worth, recorded in O.R. Book 1781, Page 1296, affected by Resolution recorded in O.R. Book 12815, Page 1133, Public Records of Palm Beach County, Florida. ***(This item affects the subject proerty and is shown hereon.)***

9. Easement for public utilities in favor of the City of Lake Worth, recorded in O.R. Book 12815, Page 1139, Public Records of Palm Beach County, Florida. ***(This item affects the subject proerty and is shown hereon.)***

10. This Commitment/Policy does not insure personal property. ***(This item is not a matter of survey.)***

11. FOR INFORMATIONAL PURPOSES ONLY, Commitment exception #3 is hereby deleted in its entirety. ***(This item is not a matter of survey.)***

APPARENT ENCROACHMENTS:

1. Asphalt and curb in road right of way, 15' landscape buffer & 10' temporary construction easement along the East boundary.
2. Concrete and fence in 15' landscape buffer & 10' temporary construction easement along the East boundary.
3. Curb and fence in 5' landscape buffer along the most Easterly North boundary.
4. Fence in 15' unrecorded easement along the most Westerly North boundary.
5. Fence in 5' landscape buffer & 5' utility easement along the West boundary.
6. Fence in road right of way along the Southwest boundary.
7. Concrete sidewalk across South boundary.
8. Asphalt and concrete in 15' landscape buffer along the South boundary.
9. Concrete entrywalk in 15' landscape buffer, 10' temporary construction easement, 5' limited access easement and road right of way along the South boundary.
10. Asphalt and curb in 15' landscape buffer, 10' temporary construction easement and road right of way along the South boundary.
11. Sign in 15' landscape buffer, 10' temporary construction easement and 5' limited access easement along the Southeast boundary.

CERTIFY TO:

3965 South Congress, Inc., a Florida corporation
Shehadeh Giannamore, P.L.L.C.
Attorneys Title Fund Services, LLC
Old Republic National Title Insurance Company
First Bank
McGahee & Perez, PL

SEAL

Robert L. Thompson
License Number
NO. 3869
STATE OF FLORIDA
Professional Surveyor and Mapper

CERTIFICATION:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 7(a), 7(b)(1), 8, 9, 11, 14, 16, 18 and 19 of Table A thereof. The fieldwork was completed on 08-09-2024.

ROBERT L. THOMPSON (PRESIDENT)
PROFESSIONAL SURVEYOR AND MAPPER No.3869 – STATE OF FLORIDA

SHEET 1 OF 1	SCALE 1"=20'	SKETCH NUMBER SU-23-0678

Florida Department of Transportation

RON DESANTIS
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

JARED W. PERDUE, P.E.
SECRETARY

September 27, 2024

THIS PRE-APPLICATION LETTER IS VALID UNTIL – September 27, 2025
THIS LETTER IS NOT A PERMIT APPROVAL

Jay Huebner, P.E.
HSQ Group
1001 Yamato Road, Suite 105, Boca Raton, Fl 33431

Dear Jay:
RE: Pre-Application Review for **Category D Driveway,** Pre-application Meeting Date: **9/19/2024**
Palm Beach County - Village of Palm Springs; SR 802 807; Sec. # 93180000 93006000; MP: 2.08; Access Class - 05;
Posted Speed - 40; SIS - No; FDOT Ref. Project: 441632.1, 441632.1, 441632.1

Request:
1. **A right-in/right-out driveway along SR 802 located approximately 181 feet from the intersection of SR 802 and SR 807.**
2. **A right-in-right-out driveway along SR 807 located approximately 104 feet from the intersection of SR 807 and SR 802.**

SITE SPECIFIC INFORMATION
Project Name & Address: **Palm Springs Marketplace – 3965 South Congress Avenue, Palm Springs**
Property Owner: **3965 South Congress, Inc.**; Parcel Size: **1.6 Acres**
Development Size: **8,544 SF Retail and 2,500 SF Coffee Shop w/ Drive-Thru**

REQUEST APPROVED

This decision is based on your presentation of the facts, site plan and survey - please see the conditions and comments below. You may choose to review this concept further with the District Access Management Review Committee (AMRC).

Conditions:
- **A minimum driveway length of 25 feet, as measured from the ultimate right-of-way line to the first conflict point shall be provided.**

Comments:
- All driveways not approved in this letter must be fully removed and the area restored.
- A Drainage Permit is required for any stormwater impacts within FDOT right-of-way (i.e. increased runoff or reduction of existing storage).
- The applicant shall donate property to the Department if right-of-way dedication is required to implement the improvements.
- Dimensions between driveways are measured from the near edge of pavement to near edge of pavement and for median openings are measured from centerline to centerline unless otherwise indicated.

The purpose of this Pre-Application letter is to document the conceptual review of the approximate location of driveway(s) to the State Highway System and to note required improvements, if any. This letter shall be submitted with any further reviews and for permitting. The Department's personnel shall review permit plans for compliance with this letter as well as current Department standards and/or specifications. Final design must consider the existing roadway profile and any impacts to the existing drainage system. **Note, this letter does not guarantee permit approval**. The permit may be denied based on the review of the submitted engineering plans. Be aware that any approved median openings may be modified (or closed) in the future, at the sole discretion of the Department. For right-of-way dedication requirements go to: https://osp.fdot.gov; click on Statewide Permit News; Scroll down to District 4; Scroll down to Additional Information and Examples and choose Right-of-way Donations/Dedications.
Please contact the District Traffic Operations Access Manager - Tel. # 954-777-4363 or e-mail: D4AccessManagement@dot.state.fl.us with any questions regarding the Pre-Approval Letter.

Sincerely,

Roya Edwards, AICP
District Traffic Operations Access Manager

cc: Patricia Moore
File: S:\Transportation Operations\Traffic Operations\Access Management\1. Pre-Apps and Variance\2024-09-19\Pre-App 02-93180000-2.08-Palm Springs Marketplace\93006000 MP 2.08 SR 802 & 807 Palm Springs Marketplace.docx

PALM BEACH COUNTY FIRE RESCUE
Community Risk Reduction Division
2300 North Jog Rd, Suite 1E40
West Palm Beach, FL 33411-4217

Garrett Telfair
561-233-0060
gtelfair@pbcgov.org

PR# PS2025-42 **FP# AP24-0060** **Date 11/19/24**
Project: PALM SPRINGS MARKETPLACE **Occupancy: SITE PLAN**
Address: 3965 S. CONGRESS AVE **Construction Type: SITE PLAN**

Please review and respond to the plan review comments below:

1. **Please provide a Village of Palm Springs application that states the value for the proposed site work only.**

2. **Please provide civil plans that have been approved and stamped by PBCFR Fire Safety Specialist Wesley Jolin.**

   **** Please submit 3 signed/sealed hard copies of the civil plans (paving and water) for fire department review (fire department vehicle access routes, water/fire mains [sizes, pipe material], fire hydrants, fire department connections [size, location, pipe material], fire flow calculations supported by building size and construction type, etc.). The fire plan review fee is $500 payable by money order or check made out to PBCBCC (Palm Beach County Board of County Commissioners). Plans can be physically left in the fire rescue drop box just outside the office door or plans can be mailed to the address below (include a suite #1E-40 if mailing) with attention to: Wesley Jolin.***

Respectfully,
Garrett Telfair
Fire Safety Specialist
PALM BEACH COUNTY FIRE RESCUE
2300 N Jog Rd, West Palm Beach, Florida 33411
gtelfair@pbcgov.org

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

October 2, 2024

Andrea M. Troutman, P.E.
Pinder Troutman Consulting, Inc.,
601 Heritage Dr, Suite 493
Jupiter, FL 33458

RE: 3965 S Congress Ave
Project #: 240820
Traffic Performance Standards (TPS) Review

Dear Ms. Troutman:

The Palm Beach County Traffic Division has reviewed the above referenced project Traffic Impact Statement, revised August 29, 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:	Palm Springs
Location:	NWC of Lake Worth Rd and Congress Ave
PCN:	70-43-44-19-31-001-0000
Access:	One right-in/right-out each on Lake Worth Rd and Congress Ave (As used in the study and is NOT necessarily an approval by the County through this TPS letter)
Existing Uses:	Gas Station=16 FP, Convenience Store=3,223 SF
Proposed Uses:	Retail Plaza (<40 kSF) = 8,080 SF Coffee/Donut Shop w/DT = 2,950 SF
New Daily Trips:	-420
New Peak Hour Trips:	40 (21/19) AM; -19 (-9/-10) PM
Proj Daily Trips:	957
Proj Peak Hour Trips:	136 (69/67) AM; 77 (39/38) PM
Build-out:	December 31, 2028

Based on our review, the Traffic Division has determined the additional trips from the proposed modification to the existing development will result in insignificant traffic impacts; therefore, the project **meets** the TPS of Palm Beach County.

A conceptual driveway approval letter from the FDOT will be required for access connections to Lake Worth Rd and Congress Ave, which has already been obtained as of the date of this letter.

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, or as amended. The County traffic concurrency approval is subject to the

Project Aggregation Rules set forth in the Traffic Performance Standards Ordinance.

The approval letter shall be valid no longer than one year from date of issuance, unless an application for a Site Specific Development Order has been approved, an application for a Site Specific Development Order has been submitted, or the approval letter has been superseded by another approval letter for the same property.

If you have any questions regarding this determination, please contact me at 561-684-4030 or email QBari@pbc.gov

Sincerely,

Quazi Bari, P.E., PTOE
Manager – Growth Management
Traffic Division

QB:jb
ec: Addressee
Iramis Cabrera, Interim PZ&B Director, Village of Palm Springs
Alberto Lopez, Technical Assistant III, Traffic Division

File: General - TPS - Mun - Traffic Study Review
F:\TRAFFIC\HA\MUNICIPALITIES\APPROVALS\2024\240820 - 3965 S CONGRESS AVE.DOCX;

PTC
Transportation Consultants
601 Heritage Drive, Suite 493
Jupiter, FL 33458
(561) 296-9698

August 29, 2024

Mr. Kenneth Harris
1701 S Olive Avenue
West Palm Beach, FL 33401

Re: 3965 S. Congress Avenue - #PTC24-087
Shared Parking Statement

Dear Mr. Harris:

The purpose of this letter is to provide a shared parking statement for the above referenced project. The site is located in the northwest quadrant of the Congress Avenue and Lake Worth Road intersection in the Village of Palm Springs, as shown on **Attachment 1**. It is proposed to redevelop the site with a 2,500 SF coffee shop with 450 SF of outdoor dining and a drive-thru lane and an 8,080 SF strip retail plaza.

The parking demand for the individual uses occur at different times of the day. Therefore, a shared parking analysis was completed. The Institute of Transportation Engineers (ITE), Parking Generation, 6th Edition report was utilized to determine the baseline parking rate and the hourly percentages for both the weekday and weekend for each use. The ITE data is provided in the **Appendix**.

Attachments 2A and 2B provide the shared parking analysis for this site for the weekday. This analysis shows that the peak parking demand of 33 spaces occurs from 1 to 2 PM on a weekday. **Attachments 3A and 3B** provide the shared parking analysis for this site for the weekend. This analysis shows that the peak parking demand of 37 spaces occurs from 12 to 2 PM on a weekend. The proposed 53 parking spaces meet the peak parking demand of 37 with more than a 30% buffer to accommodate parking turnover.

Please contact me by phone or at atroutman@pindertroutman.com if you need any additional information or have any questions.

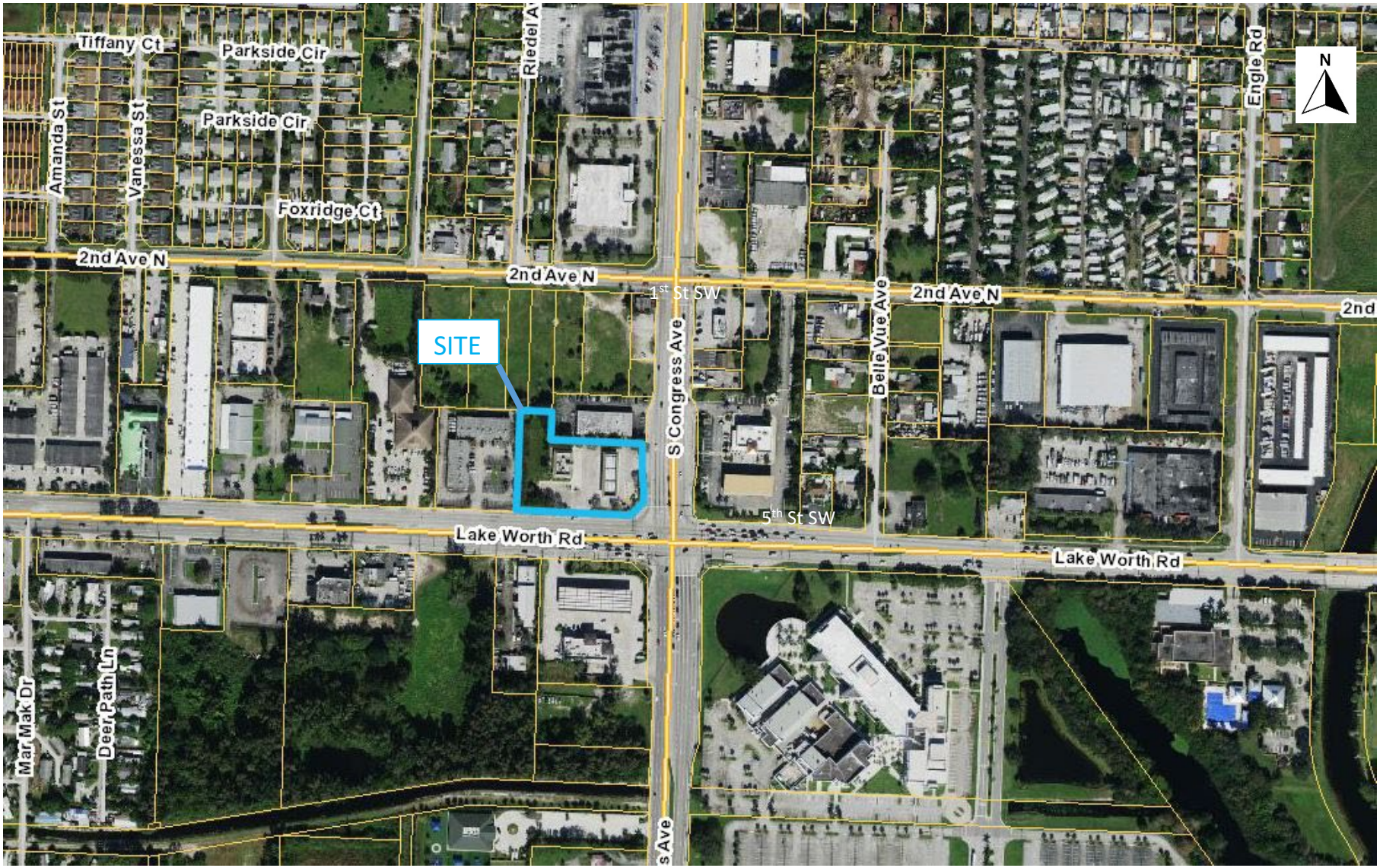
Sincerely,

Andrea M. Troutman, P.E.
President

Attachments

Andrea M. Troutman, State of Florida, Professional Engineer, License No. 45409
This item has been electronically signed and sealed by Andrea M. Troutman, P.E. on 8/29/24 using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Attachment 1 Project Location
3965 S. Congress Avenue



PTC

Attachment 2A
3965 S. Congress Avenue
Baseline Parking Requirements - Weekday

Land Use	ITE Code	Intensity	ITE Weekday Parking Requirement [1]	Parking Spaces
Strip Retail Plaza (< 40k)	822	8,080 SF	3.13 space / 1000 SF	25
Coffee/Donut Shop w/ Drive-Thru	937	2,950 SF	5.1 space / 1000 SF	15
TOTAL				

[1] Source: ITE, Parking Generation, 6th Edition. See Appendix.

Attachment 2B
3965 S. Congress Avenue
Shared Parking Analysis - Weekday

Weekday Time of Day Adjustments [1]

Land Use	7 AM	8 AM	9 AM	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM
Strip Retail Plaza (< 40k)	0%	19%	33%	47%	55%	89%	100%	73%	73%	66%	70%	75%	70%	54%	48%
Coffee/Donut Shop w/ Drive-Thru	91%	100%	97%	97%	71%	77%	66%	54%	57%	63%					

Land Use	Parking Reqd [2]	7 AM	8 AM	9 AM	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM
Strip Retail	25	-	5	8	11	13	20	23	16	16	15	16	17	16	13	12
Coffee/Donut Shop	15	14	15	15	15	11	12	10	8	9	9	-	-	-	-	-
Total Hourly Parking Demand		**14**	**20**	**23**	**26**	**24**	**32**	**33**	**24**	**25**	**24**	**16**	**17**	**16**	**13**	**12**

[1] Source: ITE, Parking Generation, 6th Edition. See Appendix. Hourly data for Coffee/Donut Shop after 4 PM not available.

[2] See Attachment 2.

Attachment 3A
3965 S. Congress Avenue
Baseline Parking Requirements - Weekend

Land Use	ITE Code	Intensity	ITE Weekend Parking Requirement [1]	Parking Spaces
Strip Retail Plaza (< 40k)	822	8,080 SF	2.77 space / 1000 SF	22
Coffee/Donut Shop w/ Drive-Thru	937	2,950 SF	8.7 space / 1000 SF	26
TOTAL				

[1] Source: ITE, Parking Generation, 6th Edition. See Appendix.

Attachment 3B
3965 S. Congress Avenue
Shared Parking Analysis - Weekend

Weekend Time of Day Adjustments [1]

Land Use	7 AM	8 AM	9 AM	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM
Strip Retail Plaza (< 40k)	0%	0%	38%	55%	66%	85%	100%	96%	79%	66%	64%	67%	70%	70%	51%
Coffee/Donut Shop w/ Drive-Thru	91%	100%	97%	97%	71%	77%	66%	54%	57%	63%					

Land Use	Parking Reqd [2]	7 AM	8 AM	9 AM	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM
Strip Retail	22	-	-	8	11	14	17	20	19	15	14	13	14	14	14	11
Coffee/Donut Shop	26	24	26	25	25	18	20	17	14	15	16	-	-	-	-	-
Total Hourly Parking Demand		**24**	**26**	**33**	**36**	**32**	**37**	**37**	**33**	**30**	**30**	**13**	**14**	**14**	**14**	**11**

[1] Source: ITE, Parking Generation, 6th Edition. See Appendix. Weekend hourly data for Coffee/Donut Shop not available, therefore, used weekday hourly data.

[2] See Attachment 2.

APPENDIX

Land Use: 822 Strip Retail Plaza (<40k)

Description

A strip retail plaza is an integrated group of commercial establishments that is planned, developed, owned, and managed as a unit. Each study site in this land use has less than 40,000 square feet of gross leasable area (GLA). Because a strip retail plaza is open-air, the GLA is the same as the gross floor area (GFA) of the building.

The 40,000 square feet GLA threshold between shopping plaza and strip retail plaza (Land Use 822) is based on an examination of the parking demand database. All shopping plazas with a supermarket as their anchor in the database are larger than 40,000 square feet GLA.

Time-of-Day Distribution for Parking Demand

The following table presents a time-of-day distribution of parking demand on a Monday–Thursday (five study sites), a Friday (two study sites), and a Saturday (four study sites).

Hour Beginning	Percent of Peak Parking Demand		
	Monday–Thursday	Friday	Saturday
12:00–4:00 a.m.	—	—	—
5:00 a.m.	—	—	—
6:00 a.m.	—	—	—
7:00 a.m.	—	—	—
8:00 a.m.	19	19	—
9:00 a.m.	33	40	38
10:00 a.m.	47	44	55
11:00 a.m.	55	52	66
12:00 p.m.	89	96	85
1:00 p.m.	100	96	100
2:00 p.m.	73	84	96
3:00 p.m.	73	52	79
4:00 p.m.	66	50	66
5:00 p.m.	70	63	64
6:00 p.m.	75	49	67
7:00 p.m.	70	100	70
8:00 p.m.	54	94	70
9:00 p.m.	48	73	51
10:00 p.m.	—	—	—
11:00 p.m.	—	—	—

Additional Data

The average parking supply ratios for the study sites with parking supply information are the following:

- 5.7 spaces per 1,000 square feet GLA (24 sites) in a general urban/suburban setting
- 3.3 spaces per 1,000 square feet GLA (3 sites) in a dense multi-use urban setting

The average peak parking occupancy is 50 percent at the general urban/suburban sites and 76 percent at the dense multi-use urban sites.

The sites were surveyed in the 1990s, the 2010s, and the 2020s in Alberta (CAN), British Columbia (CAN), California, Colorado, Kansas, Maine, Manitoba (CAN), Maryland, Michigan, Minnesota, Missouri, New York, Texas, Virginia, and Washington.

Future data submissions should attempt to provide information on the composition of each study site (types and number of stores, restaurants, or other tenants within the shopping center).

Source Numbers

89, 209, 219, 297, 511, 601, 605, 606, 618, 619, 621, 635

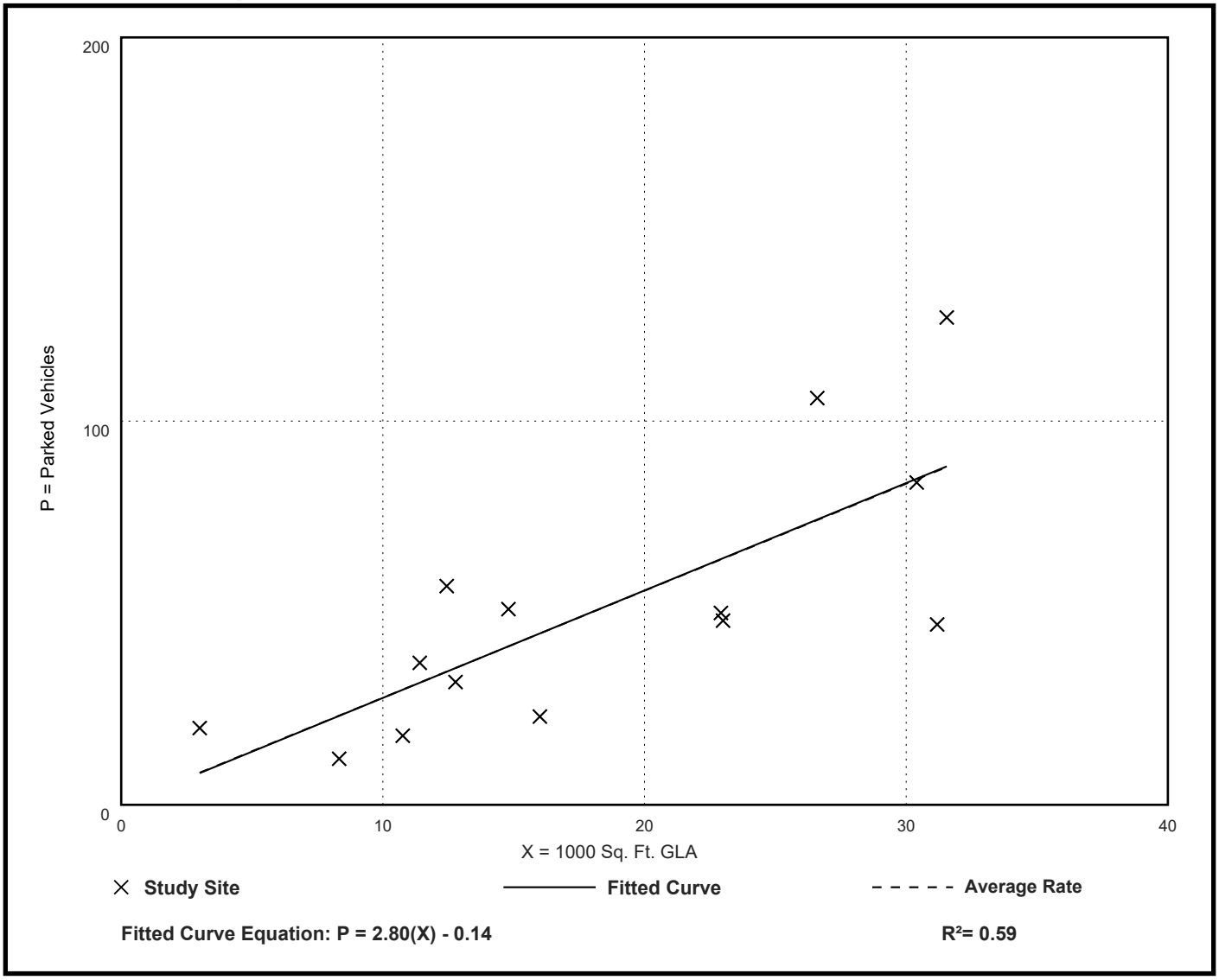
Strip Retail Plaza (< 40k)
(822)

Peak Period Parking Demand vs: 1000 Sq. Ft. GLA
On a: Weekday (Monday - Thursday)
Setting/Location: General Urban/Suburban
Number of Studies: 14
Avg. 1000 Sq. Ft. GLA: 18

Peak Period Parking Demand per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
2.79	1.44 - 6.67	2.07 / 4.44	***	1.14 (41%)

Data Plot and Equation



Fitted Curve Equation: P = 2.80(X) - 0.14

R^2= 0.59

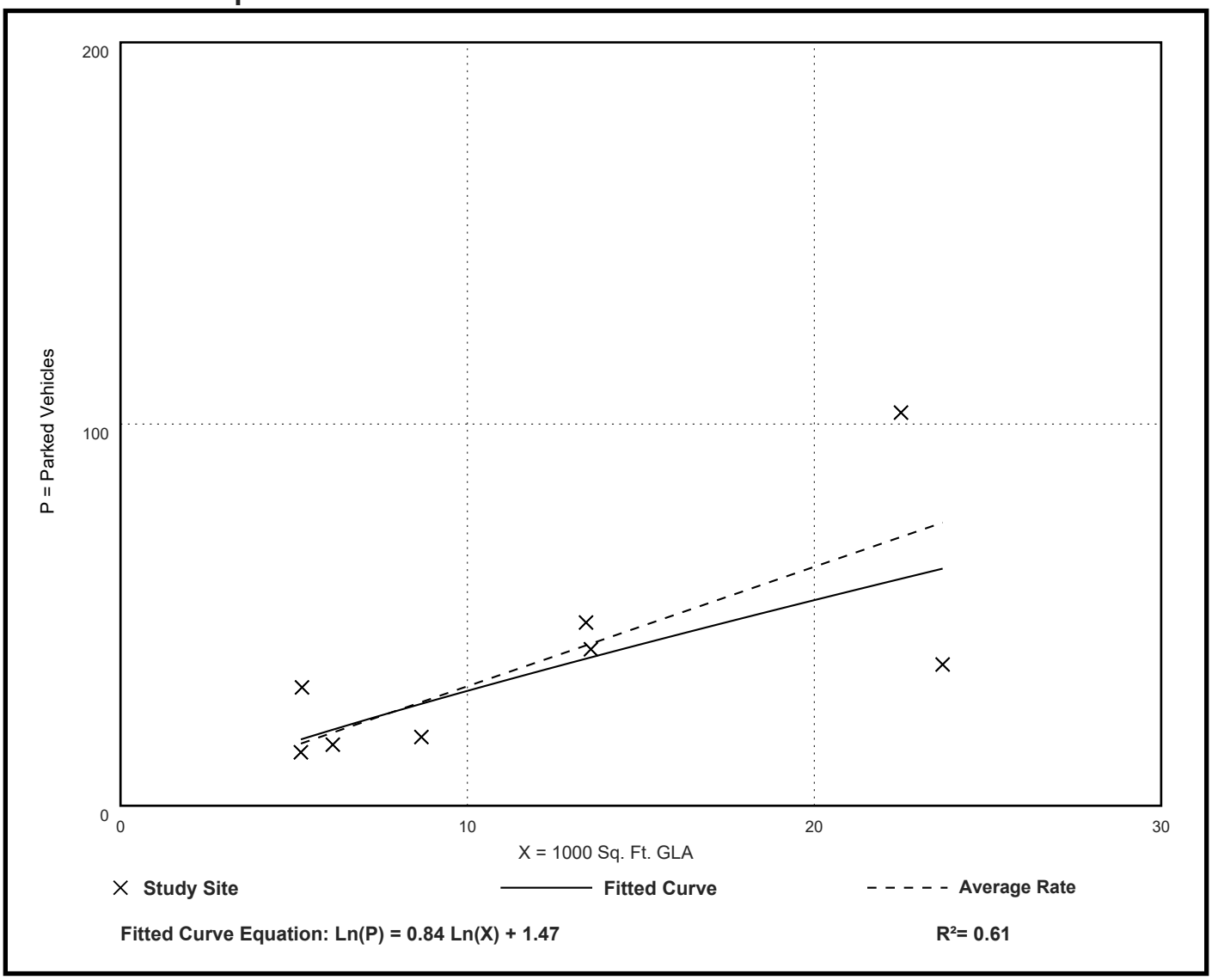
Strip Retail Plaza (< 40k)
(822)

Peak Period Parking Demand vs: 1000 Sq. Ft. GLA
On a: Friday
Setting/Location: General Urban/Suburban
Number of Studies: 8
Avg. 1000 Sq. Ft. GLA: 12

Peak Period Parking Demand per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
3.13	1.56 - 5.93	2.60 / 5.45	***	1.37 (44%)

Data Plot and Equation



Fitted Curve Equation: Ln(P) = 0.84 Ln(X) + 1.47

R^2= 0.61

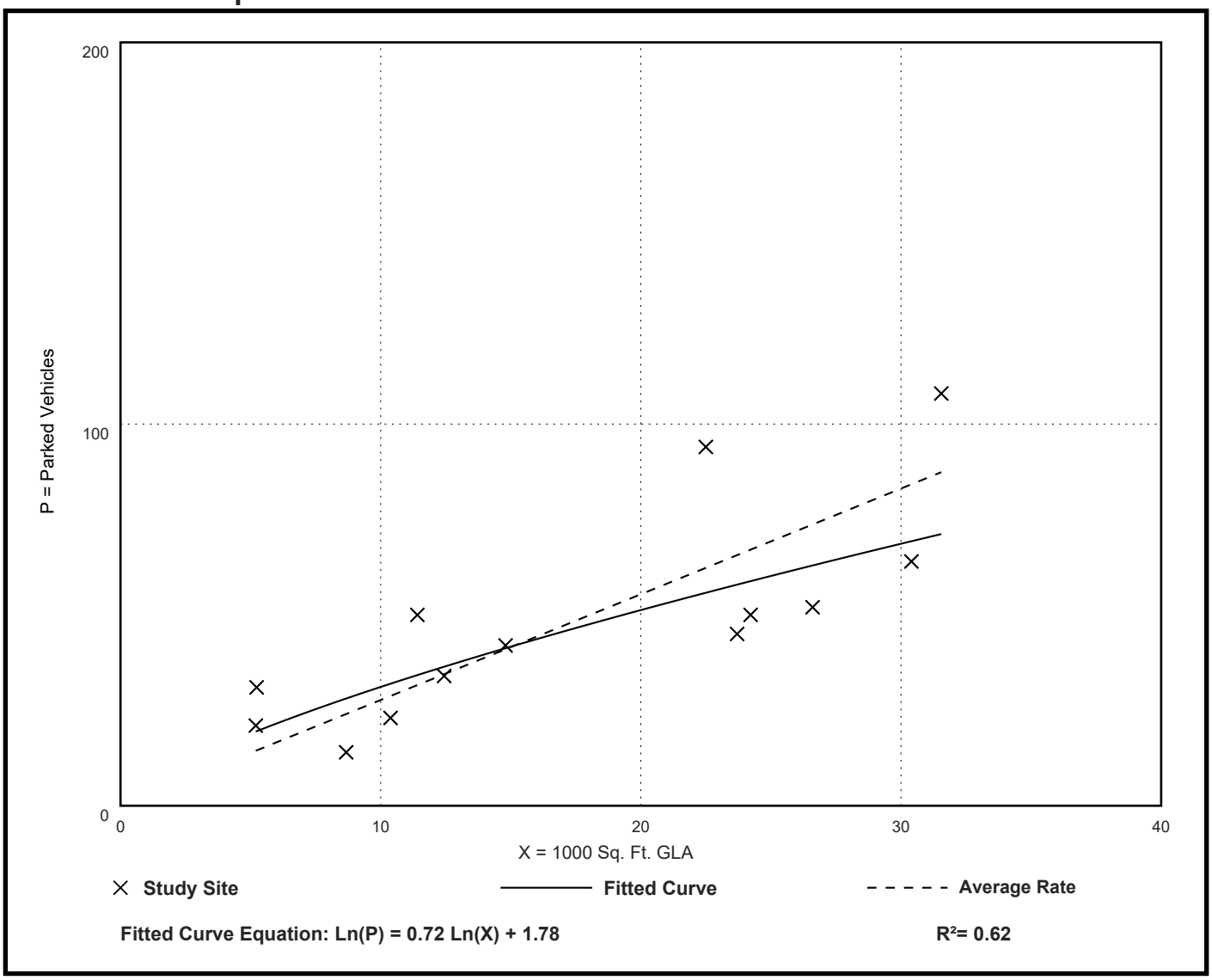
Strip Retail Plaza (< 40k)
(822)

Peak Period Parking Demand vs: 1000 Sq. Ft. GLA
On a: Saturday
Setting/Location: General Urban/Suburban
Number of Studies: 13
Avg. 1000 Sq. Ft. GLA: 17

Peak Period Parking Demand per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
2.77	1.61 - 5.93	2.09 / 4.36	***	1.03 (37%)

Data Plot and Equation



Fitted Curve Equation: Ln(P) = 0.72 Ln(X) + 1.78

R^2= 0.62

Land Use: 937 Coffee/Donut Shop with Drive-Through Window

Description

This land use includes any coffee and donut restaurant that has a drive-through window as well as a walk-in entrance area at which a patron can purchase and consume items. The restaurant sells freshly brewed coffee (along with coffee-related accessories) and a variety of food/drink products such as donuts, bagels, breads, muffins, cakes, sandwiches, wraps, salads, and other hot and cold beverages. The restaurant marketing and sales may emphasize coffee beverages over food (or vice versa). A coffee/donut shop typically holds long store hours (more than 15 hours) with an early morning opening. Limited indoor seating is generally provided for patrons and table service is not provided.

Time-of-Day Distribution for Parking Demand

The following table presents a time-of-day distribution of parking demand on a weekday at four study sites in a general urban/suburban setting.

Hour Beginning	Percent of Monday–Thursday Peak Parking Demand
12:00–4:00 a.m.	–
5:00 a.m.	–
6:00 a.m.	–
7:00 a.m.	91
8:00 a.m.	100
9:00 a.m.	97
10:00 a.m.	97
11:00 a.m.	71
12:00 p.m.	77
1:00 p.m.	66
2:00 p.m.	54
3:00 p.m.	57
4:00 p.m.	63
5:00 p.m.	–
6:00 p.m.	–
7:00 p.m.	–
8:00 p.m.	–
9:00 p.m.	–
10:00 p.m.	–
11:00 p.m.	–

Additional Data

The average parking supply ratio for the 12 study sites in a general urban/suburban setting and with parking supply information is 10.3 spaces per 1,000 square feet GFA. The average peak parking occupancy at these sites is 50 percent.

The sites were surveyed in the 2000s, the 2010s, and the 2020s in Maine, Nevada, New Jersey, Ontario (CAN), Tennessee, and Washington.

Source Numbers

405, 407, 412, 433, 442, 509, 523, 540, 620

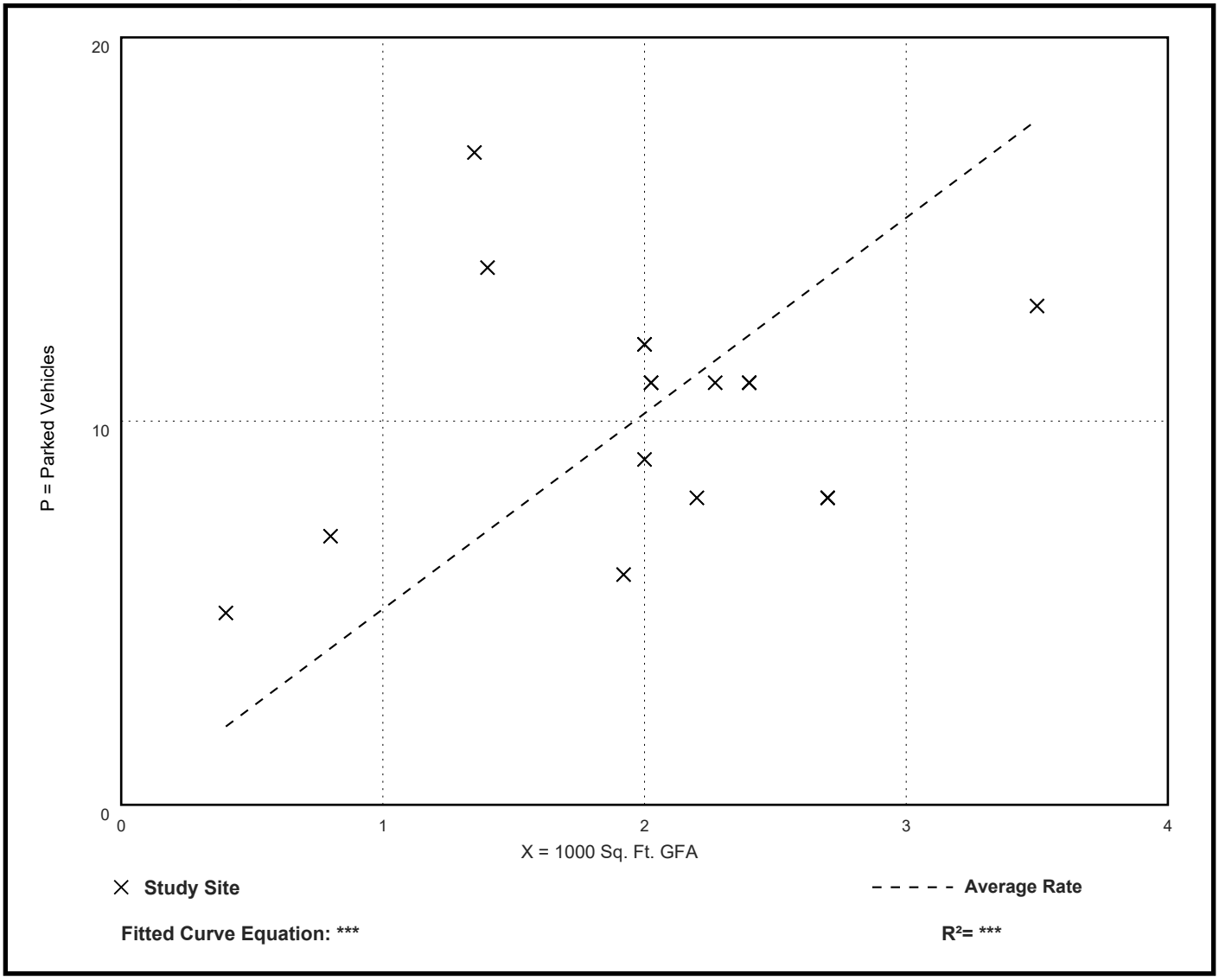
Coffee/Donut Shop with Drive-Through Window (937)

Peak Period Parking Demand vs: 1000 Sq. Ft. GFA
On a: Weekday (Monday - Friday)
Setting/Location: General Urban/Suburban
Number of Studies: 17
Avg. 1000 Sq. Ft. GFA: 2.0

Peak Period Parking Demand per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
5.10	2.96 - 12.59	4.45 / 10.75	***	2.44 (48%)

Data Plot and Equation



Fitted Curve Equation: ***

R^2= ***

Coffee/Donut Shop with Drive-Through Window (937)

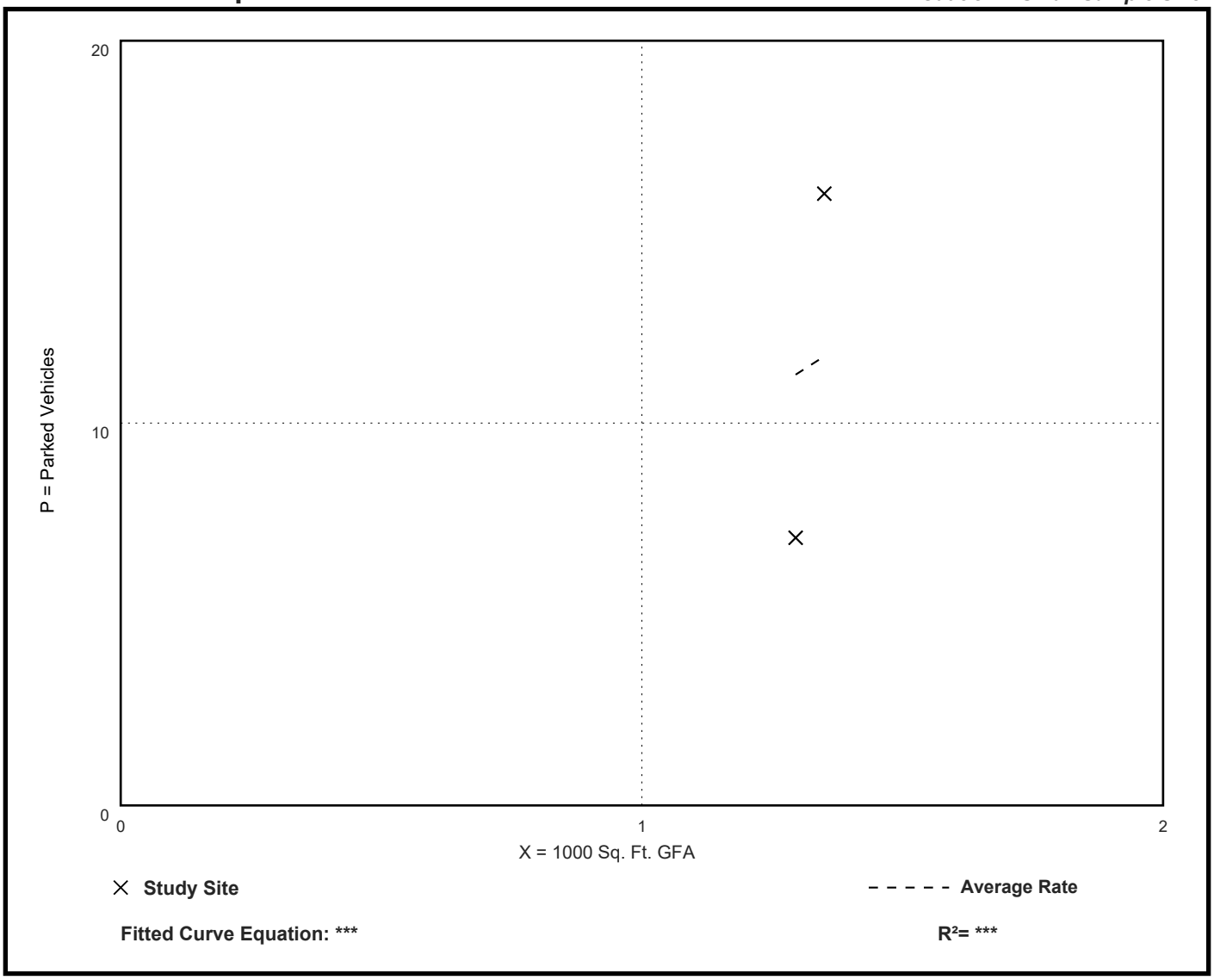
Peak Period Parking Demand vs: 1000 Sq. Ft. GFA
On a: Saturday
Setting/Location: General Urban/Suburban
Number of Studies: 2
Avg. 1000 Sq. Ft. GFA: 1.3

Peak Period Parking Demand per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
8.70	5.41 - 11.85	*** / ***	***	*** (***)

Data Plot and Equation

Caution – Small Sample Size



Fitted Curve Equation: ***

R^2= ***

Coffee/Donut Shop with Drive-Through Window (937)

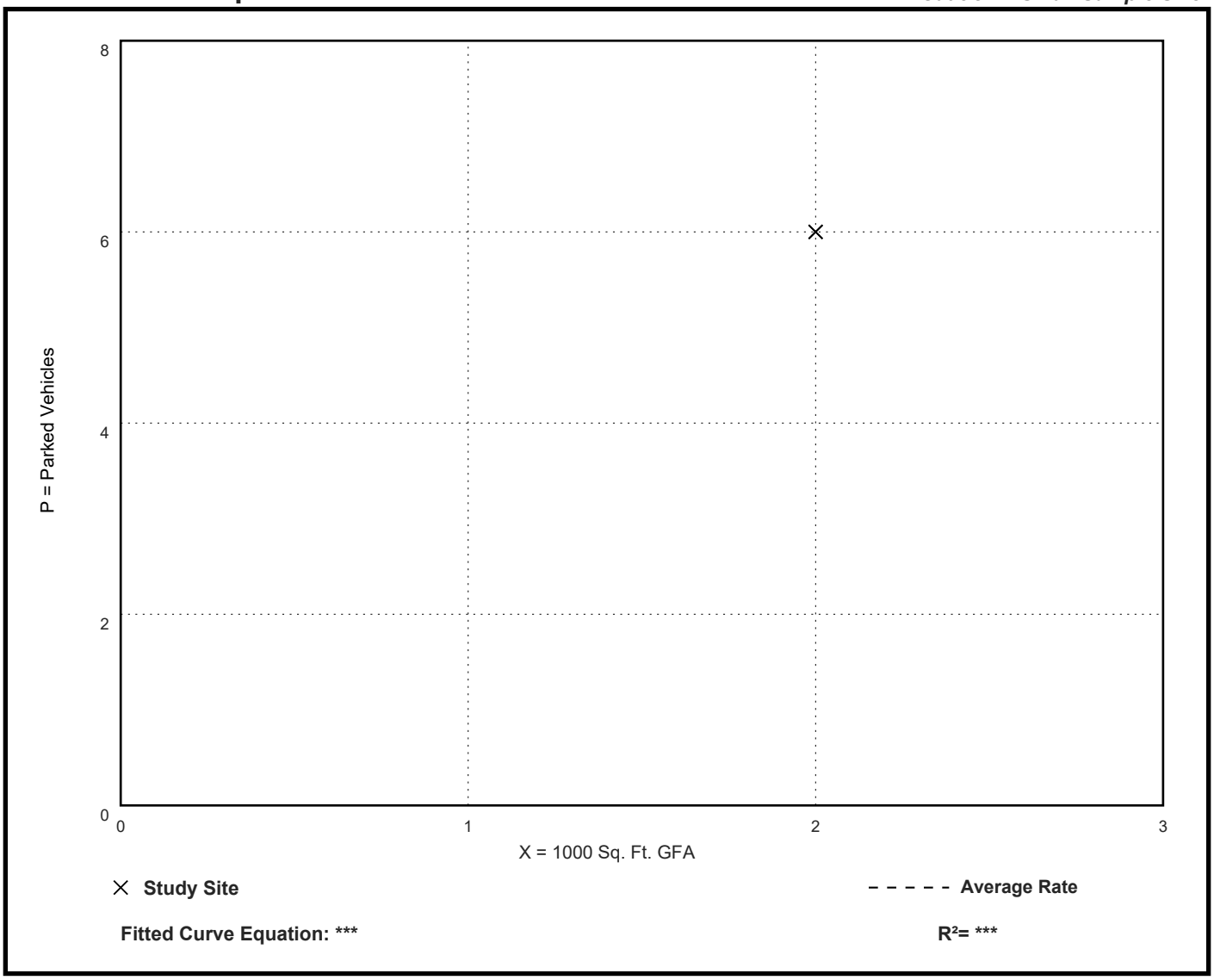
Peak Period Parking Demand vs: 1000 Sq. Ft. GFA
On a: Sunday
Setting/Location: General Urban/Suburban
Number of Studies: 1
Avg. 1000 Sq. Ft. GFA: 2.0

Peak Period Parking Demand per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
3.00	3.00 - 3.00	*** / ***	***	*** (***)

Data Plot and Equation

Caution – Small Sample Size



Fitted Curve Equation: *

R^2= *

PTC
Transportation Consultants

2005 Vista Parkway, Suite 111
West Palm Beach, FL 33411-6700
(561) 296-9698
Certificate of Authorization Number: 7989

May 19, 2022

Mr. Brian Plewinski
EZ Permits, Inc.
4101 Ravenswood Rd, Suite 201
Ft Lauderdale, FL 33312

Re: Tequesta Starbucks - #PTC21-085
Queue Study

Dear Mr. Plewinski:

The purpose of this letter is to provide a summary of the two Starbucks queue studies conducted this week. The locations of the two stores are: 5932 SE Federal Highway, Stuart, FL and 179 SW Port St. Lucie Boulevard, Port St. Lucie, FL.

Queues from the pickup window were recorded on 5-minute increments from 7:00 AM to 11:00 AM on Tuesday, May 17 and Wednesday, May 18, 2022. The studies were conducted by KMF Traffic Group, LLC. A summary of the queue studies is shown below, along with the daily traffic volume of the adjacent streets (obtained from FDOT).

Location	Maximum Queue	Roadway 2019 AADT
Stuart	12	29,000
Port St. Lucie	13	51,500

Attachment 1 provides the data for the Stuart location. Attachment 2 provides the Port St. Lucie data. The actual queue data collection sheets are attached to the back of this letter report.

The results of this queue study indicate a maximum of 13 vehicles were recorded in queue. The Tequesta Starbucks location is providing a queue length of 18 vehicles. The annual average daily traffic on US 1 is 30,000. Therefore, the proposed Site Plan is expected to accommodate the queue demand.

Please contact me if you need any additional information or have any questions.

Sincerely,

Rebecca J. Mulcahy, P.E.
Vice President

Attachments

Rebecca J. Mulcahy, State of Florida, Professional Engineer, License No. 42570
This item has been electronically signed and sealed by Rebecca J. Mulcahy, P.E. on 5/19/22 using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Attachment 1

Stuart Starbucks **May 17, 2022**

Time	Queue	Queue	Time
7:00	5	1	9:00
7:05	4	5	9:05
7:10	6	7	9:10
7:15	4	4	9:15
7:20	7	4	9:20
7:25	12	3	9:25
7:30	8	4	9:30
7:35	5	8	9:35
7:40	8	8	9:40
7:45	12	5	9:45
7:50	3	5	9:50
7:55	4	3	9:55
8:00	9	3	10:00
8:05	7	2	10:05
8:10	9	2	10:10
8:15	9	3	10:15
8:20	6	5	10:20
8:25	6	5	10:25
8:30	3	4	10:30
8:35	5	1	10:35
8:40	3	3	10:40
8:45	4	4	10:45
8:50	9	2	10:50
8:55	5	2	10:55
		2	11:00

Maximum Queue: **12**
95th Percentile Queue: **9**
Average Queue: **6**

Attachment 2

PSL Starbucks **May 18, 2022**

Time	Queue	Queue	Time
7:00	0	13	9:00
7:05	9	13	9:05
7:10	10	9	9:10
7:15	4	11	9:15
7:20	6	11	9:20
7:25	8	10	9:25
7:30	7	11	9:30
7:35	1	10	9:35
7:40	6	7	9:40
7:45	4	7	9:45
7:50	2	7	9:50
7:55	3	5	9:55
8:00	4	5	10:00
8:05	2	4	10:05
8:10	6	6	10:10
8:15	3	7	10:15
8:20	2	6	10:20
8:25	8	8	10:25
8:30	8	9	10:30
8:35	6	7	10:35
8:40	6	8	10:40
8:45	7	2	10:45
8:50	10	2	10:50
8:55	13	2	10:55
		3	11:00

Maximum Queue: **13**
95th Percentile Queue: **12**
Average Queue: **6**

Stuart Starbucks Queue Study - May, 17, 2022

5932 SE Federal Hwy, Stuart, FL 34997

Time	Queue
7:00 AM	5
7:05 AM	4
7:10 AM	6
7:15 AM	4
7:20 AM	7
7:25 AM	12
7:30 AM	8
7:35 AM	5
7:40 AM	8
7:45 AM	12
7:50 AM	3
7:55 AM	4

Time	Queue
8:00 AM	9
8:05 AM	7
8:10 AM	9
8:15 AM	9
8:20 AM	6
8:25 AM	6
8:30 AM	3
8:35 AM	5
8:40 AM	3
8:45 AM	4
8:50 AM	9
8:55 AM	5

Stuart Starbucks Queue Study - May, 17, 2022

5932 SE Federal Hwy, Stuart, FL 34997

Time	Queue
9:00 AM	1
9:05 AM	5
9:10 AM	7
9:15 AM	4
9:20 AM	4
9:25 AM	3
9:30 AM	4
9:35 AM	8
9:40 AM	8
9:45 AM	5
9:50 AM	5
9:55 AM	3

Time	Queue
10:00 AM	3
10:05 AM	2
10:10 AM	2
10:15 AM	3
10:20 AM	5
10:25 AM	5
10:30 AM	4
10:35 AM	1
10:40 AM	3
10:45 AM	4
10:50 AM	2
10:55 AM	2
11:00 AM	2

PSL Starbucks Queue Study - May, 18, 2022

179 SW Port St. Lucie BlvdPort St. Lucie, FL 34984

Time	Queue
7:00 AM	0
7:05 AM	9
7:10 AM	10
7:15 AM	4
7:20 AM	6
7:25 AM	8
7:30 AM	7
7:35 AM	1
7:40 AM	6
7:45 AM	4
7:50 AM	2
7:55 AM	3

Time	Queue
8:00 AM	4
8:05 AM	2
8:10 AM	6
8:15 AM	3
8:20 AM	2
8:25 AM	8
8:30 AM	8
8:35 AM	6
8:40 AM	6
8:45 AM	7
8:50 AM	10
8:55 AM	13

Comments:

From 7:10 to 8:55 am, an employee was standing in the drive thru lane taking orders via a tablet.

At 8:58 am there was a queue of 15 cars which reached the street

PSL Starbucks Queue Study - May, 18, 2022

179 SW Port St. Lucie BlvdPort St. Lucie, FL 34984

Time	Queue
9:00 AM	13
9:05 AM	13
9:10 AM	9
9:15 AM	11
9:20 AM	11
9:25 AM	10
9:30 AM	11
9:35 AM	10
9:40 AM	7
9:45 AM	7
9:50 AM	7
9:55 AM	5

Time	Queue
10:00 AM	5
10:05 AM	4
10:10 AM	6
10:15 AM	7
10:20 AM	6
10:25 AM	8
10:30 AM	9
10:35 AM	7
10:40 AM	8
10:45 AM	2
10:50 AM	2
10:55 AM	2
11:00 AM	3

SURFACE WATER MANAGEMENT CALCULATIONS POST- DEVELOPMENT

PALM SPRINGS MARKET PLACE

PALM SPRINGS, FLORIDA

HSQ PROJECT No.: 240210

Prepared For:

Ken Harris

Prepared By:

HSQ GROUP, INC.

Engineers ● Planners ● Surveyors

1001 Yamato Road, Suite 105

Boca Raton, Florida 33431

(561) 392-0221 Phone

Jay Huebner, P.E.

Fl Reg # 54615

DATE:March 18, 2025

This item has been digitally signed and sealed by Jay Huebner, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on elec. copies.

GIVEN: **Post Development**

A. LAND USE SUMMARY:

1.	Lake Area =	0.00 ac.	
2.	Buildings =	0.25 ac.	
3.	Impervious Areas =	0.79 ac.	
4.	Pervious Areas =	0.54 ac.	POST DEVELOPMENT CALCS
5.	**Total =**	**1.58**	
		1.58	

B. PROPOSED improvements:

Construction of a residential apartments

DESIGN CRITERIA:

A. WATER QUALITY CRITERIA:

1. If a wet detention system, then whichever is the greater of the following:
   a. The first inch of runoff from the entire project site.
   b. The amount of 2.5 inches times the percent impervious for the project site.
2. If a dry detention system, then 75% of the volume required for the wet detention system.
3. If a retention system, then 50% of the volume required.
4. If the property is zoned "Commercial", at least 0.5 inches of retention or dry detention pre-treatment will be required.
5. Any detention system shall be designed to discharge no more than 0.5 inches of the detained volume per day.

B. WATER QUANTITY CRITERIA:

1. DESIGN EVENTS AND RAINFALL AMOUNTS:

a. Design Event for Minimum Road Elevation:
   Frequency: 3 year
   Duration: 1 day
   Amount: 5.50 inches

b. Design Event for Minimum Discharge Elevation:
   Frequency: 10 year
   Duration: 3 day
   Amount: 11.00 inches

c. Design Event for Minimum Finish Floor Elevation:
   Frequency: 100 year
   Duration: 3 day
   Amount: 16.00 inches

2. ADDITIONAL DESIGN INFORMATION:

a. Design Water / Control Elevation: 8.50 NAVD
b. Drainage Basin / Canal Number: L-12 LWDD canal 35 CSM 10 year

COMPUTATIONS:

A. WATER QUALITY COMPUTATIONS:

1. Compute the first inch of runoff from the entire developed project site:
   = 1.00 inch X 1.580 acres X (1 foot / 12 inches)
   = **0.132 ac-ft for the first inch of runoff**

2. Compute 2.5 inches times the percent impervious for the developed project site:
   a. Site area for water quality pervious / impervious calculations only:
      = Total Project - (Lake Area + Buildings)
      = 1.580 acres - (0.000 acres + 0.250 acres)
      = **1.330 acres of site area for water quality calculations**

   b. Impervious area for water quality pervious / impervious calculations only:
      = Site area for water quality - Pervious area
      = 1.330 acres - 0.540 acres
      = **0.790 acres of impervious area for water quality calculations**

   c. Percentage of impervious area for water quality:
      = Impervious area for water quality / Site area for water quality X 100%
      = 0.790 acres / 1.330 acres X 100%
      = **59.40 % Impervious**

   d. For 2.5 inches times the percentage of impervious area:
      = 2.5 inches X 59.40 %
      = **1.485 inches to be treated**

   e. Compute volume required for quality detention:
      = Inches to be treated X (Total Site Area - Lake Area)
      = 1.485 inches X (1.580 acres - 0.000 acres) X (1 foot / 12 inches)
      = **0.196 ac-ft required for detention storage**

3. The first inch of runoff from the entire developed site = 0.132 ac-ft
   2.5 inches times the percentage of impervious area = 0.196 ac-ft

   The volume of 0.196 ac-ft controls

4. If the project is zoned "Commercial" or if the project were discharging directly to a sensitive receiving body and is more than 40% impervious, 0.5 inches of dry detention pre-treatment must be provided:

   = 0.5 inches X (Total Site Area - Lake Area)
   = 0.5 inches X (1.580 acres - 0.000 acres) X (1 foot / 12 inches)
   = **0.066 ac-ft required for pre-treatment**

5. Compute credit for using one of the following systems:

   a. Wet detention volume to be provided:
      = Total required detention - Pre-treatment
      = 0.196 ac-ft - 0.066 ac-ft
      = **0.130 ac-ft of volume required for wet detention**

   b. Dry detention volume to be provided (75% of the total required detention volume):
      = Total required detention volume X 75%
      = 0.196 ac-ft X 75%
      = **0.147 ac-ft of volume required for dry detention**

   c. Dry retention volume to be provided (50% of the total required detention volume):
      = Total required detention volume X 50%
      = 0.196 ac-ft X 50%
      = **0.098 ac-ft of volume required for dry retention**

B. SUMMARY OF WATER QUALITY COMPUTATIONS:

Item:	Description:	Quantity:
A.1	First inch of runoff from entire project site =	0.132 ac-ft
A.2	2.5 inches times percent impervious =	0.196 ac-ft
A.3	Volume to be treated =	0.196 ac-ft
A.4	Pre-treatment required for commercial site =	0.066 ac-ft
A.5.a	Wet detention volume required =	0.130 ac-ft
A.5.b	Dry detention volume required =	0.147 ac-ft
A.5.c	Dry retention volume required =	0.098 ac-ft
A.5.d	Exfiltration trench volume required =	0.196 ac-ft

C. STAGE ELEVATION INFORMATION:

Item:	Description:	S type	Area ac.	Low ft.	High ft.	I %	C %	Total Area %
1	dry detention	V	0.050	9.50	9.50	0	50	3.16
2	dry detention bank	L	0.040	9.50	12.00	0	50	2.53
3								
4								
5								
6								
7	berm	L	0.000	13.00	13.20	100	100	0.00
8	upland green area	L	0.450	12.00	13.50	0	100	28.48
9	sidewalk	L	0.110	13.00	14.00	100	100	6.96
10	pavement area	L	0.680	12.50	13.50	100	100	43.04
11	Building Coverage Areas	V	0.250	14.00	14.00	100	100	15.82
	Total:		**1.580**	**9.50**	**14.00**	**65.82**	**97.15**	**100.0**

* Abbreviations:

S = Storage; (V = Vertical Storage & L = Linear Storage)
I = Impervious
C = Compaction; (Use the following compaction factors: 0%, 50%, 100%)

D. SCS CURVE NUMBER AND SOIL STORAGE CALCULATIONS:

1. Soil Moisture Storage Table:
   Existing Soil Type: 1 **COASTAL**

Depth to Water Table ft.	Cumulative Water Storage (Pre.-Dev.) in.	Compacted Water Storage (Post 50%) in.	Compacted Water Storage (Post 100%) in.
1	0.60	0.53	0.45
2	2.50	2.19	1.88
3	6.60	5.78	4.95
4	10.90	9.54	8.18

2. Available Soil Storage Calculation:

Item:	Description:	Elev. ft.	S in.	Area acres	Stored ac-in
1	dry detention	9.50	0.53	0.050	0.03
2	dry detention bank	10.75	3.08	0.040	0.12
3	0	0.00	0.00	0.000	0.00
4	0	0.00	0.00	0.000	0.00
5	0	0.00	0.00	0.000	0.00
6	0	0.00	0.00	0.000	0.00
7	berm	13.10	8.18	0.000	0.00
8	upland green area	12.75	8.18	0.450	3.68
9	sidewalk	13.50	8.18	0.000	0.00
10	pavement area	13.00	8.18	0.000	0.00
11	Building Coverage Areas	14.00	8.18	0.000	0.00
	Total:	**12.30**	**44.48**	**0.540**	**3.83**

* Abbreviations: S = Soil Storage
P = Pervious

3. Moisture Storage Calculation (S):
   = Available soil storage / Total Site Area
   = 3.83 ac-in / 1.580 acres
   = **2.42 inches**

4. SCS Curve Number Calculation (CN):
   = 1000 / (S + 10)
   = 1000 / (2.423 + 10)
   = **80**

E. SURFACE STORAGE CALCULATIONS:

1. Stage vs. Storage Calculations:

		STORAGE (ac-ft)											
Stage ft.	Item:	1 ac-ft	2 ac-ft	3 ac-ft	4 ac-ft	5 ac-ft	6 ac-ft	7 ac-ft	8 ac-ft	9 ac-ft	10 ac-ft	T ac-ft	Total ac-ft
8.50		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.11	0.11
9.50		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.22	0.22
10.00		0.03	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.32	0.35
10.50		0.05	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.43	0.49
11.00		0.08	0.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.43	0.52
11.50		0.10	0.03	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.43	0.56
12.10		0.13	0.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.43	0.62
12.60		0.16	0.07	0.00	0.00	0.00	0.00	0.00	0.05	0.00	0.00	0.43	0.72
12.90		0.17	0.09	0.00	0.00	0.00	0.00	0.00	0.12	0.00	0.05	0.43	**0.86**
13.00		0.18	0.09	0.00	0.00	0.00	0.00	0.00	0.15	0.00	0.09	0.43	0.93
13.50		0.20	0.11	0.00	0.00	0.00	0.00	0.00	0.34	0.01	0.34	0.43	1.43
14.00		0.23	0.13	0.00	0.00	0.00	0.00	0.00	0.56	0.06	0.68	0.43	2.08

* Abbreviations: T = Exfiltration Trench

G. S.F.W.M.D. C-51 BASIN RULE (STORAGE - NEW CRITERIA):

1. C-51 Basin Rule (Sub-Basin 32) Peak Flood Stage = 12.10 NAVD

2. Available On-Site Soil Storage = 0.32 ac-ft

3. Available On-Site Surface Storage @ Peak Flood Stage Elevation = 0.62 ac-ft

4. Total On-Site Storage Requirement per C-51 Basin Rules = **0.94 ac-ft**

PRE DEVELOPMENT VOLUME 0.82
PLEASE SEE PRE DEVELOPMENT CALCULATIONS ABOVE

H. MINIMUM BUILDING FINISH FLOOR ELEVATION CALCULATIONS (ZERO DISCHARGE):

1. The rainfall amount for the 100-Year, 3-Day storm event:
   = **16.00 in.**

2. Compute inches of runoff, Q:
   = (P - (0.2 S)) ^2 / (P + (0.8 X S))
   = (16.00 in. - (0.2 X 2.42 in.)) ^2 / 16.00 in. + (0.8 X 2.42 in.))
   = **13.42 inches of runoff**

3. Compute volume of runoff:
   = (Inches of Runoff) X (Project Area)
   = 13.42 inches X 1.580 acres X (1 foot / 12 inches)
   = **1.77 ac-ft of storage required (zero discharge)**

4. From the stage vs storage curve, **1.77** ac-ft corresponds to elevation **13.76 NAVD**

Finish floors are at 14.00 NAVD

I. MINIMUM DISCHARGE ELEVATION CALCULATIONS (ZERO DISCHARGE):

1. The rainfall amount for the 10-Year, 3-Day storm event:
   = **11.00 in.**

2. Compute inches of runoff, Q:
   = (P - (0.2 S)) ^2 / (P + (0.8 X S))
   = (11.00 in. - (0.2 X 2.42 in.)) ^2 / 11.00 in. + (0.8 X 2.42 in.))
   = **8.55 inches of runoff**

3. Compute volume of runoff:
   = (Inches of Runoff) X (Project Area)
   = 8.55 inches X 1.580 acres X (1 foot / 12 inches)
   = **1.13 ac-ft of storage required (zero discharge)**

4. From the stage vs storage curve, **1.13** ac-ft corresponds to elevation **13.19 NAVD**

perimeter berm set at 13.20

I. MINIMUM ROAD CROWN ELEVATION CALCULATIONS (ZERO DISCHARGE):

1. The rainfall amount for the 5-Year, 1-Day storm event:
   = **5.50 in.**

2. Compute inches of runoff, Q:
   = (P - (0.2 S)) ^2 / (P + (0.8 X S))
   = (5.50 in. - (0.2 X 2.42 in.)) ^2 / 5.50 in. + (0.8 X 2.42 in.))
   = **3.38 inches of runoff**

3. Compute volume of runoff:
   = (Inches of Runoff) X (Project Area)
   = 3.38 inches X 1.580 acres X (1 foot / 12 inches)
   = **0.45 ac-ft of storage required (zero discharge)**

4. From the stage vs storage curve, **0.45** ac-ft corresponds to elevation **10.34 NAVD**

Minimum road grade 12.50 NAVD

I. EXFILTRATION TRENCH CALCULATIONS: TRECH PROVIDES WATER QUALITY AND ADDITIONAL STORAGE FOR C-51

1. Design Formula: L = (FS ((%WQ*V1) + V2)) / (K((H2*W) + (2*H2*Du) - (Du^2) + (2*H2*Ds)) + (1.39x10^4*W*Du))

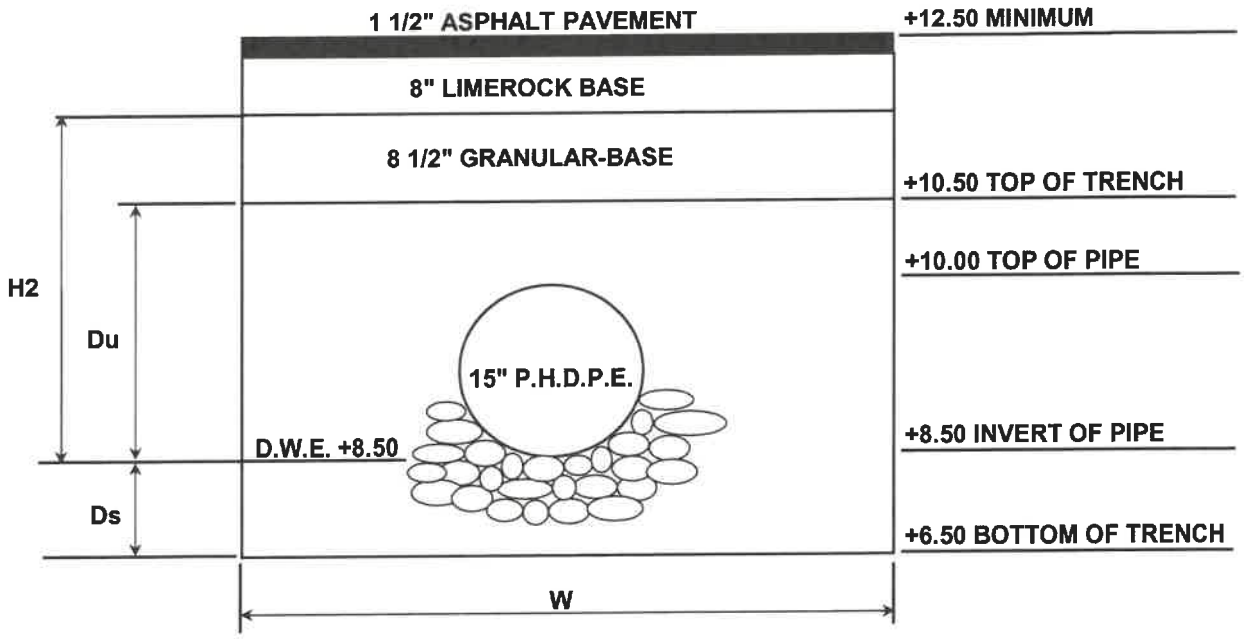
2. Design Information:

V1 = Exfiltrated Volume (Pre-treatment):	5.18	ac-in
V2 = Exfiltrated Volume (Additional Storage):		ac-in
W = Trench Width:	8.00	ft.
K = Hydraulic Conductivity:	3.19E-04	cfs/sq-ft per ft head
H2 = Depth of Water Table:	4.00	ft.
Du = Non-Saturated Trench Depth:	2.00	ft.
Ds = Saturated Trench Depth:	2.00	ft.

3. Exfiltration Trench Required: **485 ft.**

4. Exfiltration Trench Provided: **485 ft.**

5. Exfiltration Trench Storage Provided: **5.18 ac-in** or **0.43 ac-ft**



EXFILTRATION TEST REPORT
South Florida Water Management District - Usual Open Hole Test

Client: Ken Harris

Project No: 3730.2400092.0000

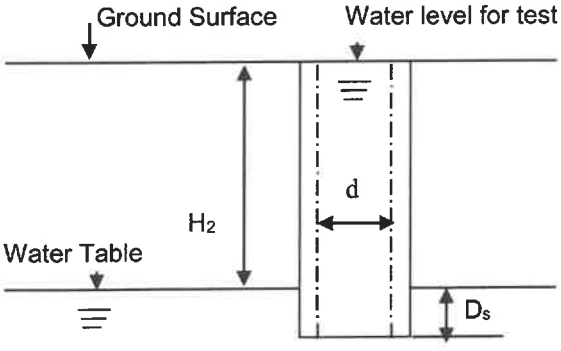
Project: S. Congress Ave Retail Center
3965 S. Congress Ave., Lake Worth Beach, Florida

Test Date: 10/30/2024
Technician: RV/NG

SOIL PROFILE

Test Location: EX-2	Depth (feet)	Soil Description	HCP
	0 – 3	Gray fine sand and rock fragments (SP)	80+
	3 – 5	Brown fine sand (SP)	80+
	5 – 6	Light gray fine sand (SP)	80+
			80+
			80+
			80+
	Depth to Water Table from Ground Surface (feet)		N/A

CALCULATION OF HYDRAULIC CONDUCTIVITY



$$K = \frac{4Q}{\pi d(2H_2^2 + 4H_2D_S + H_2d)}$$

K	Hydraulic Conductivity (cfs/ ft^2 – ft head)	**2.55×10^{-04}**
Q	Stabilized Flow Rate (cubic ft per second)	**4.46×10^{-03}**
d	Diameter of Test Hole (feet)	**0.33**
H_2	Depth to Water Table (feet)	**6.0**
D_S	Saturated Hole Depth (feet)	**0.0**
Notes: 8' of water table was assumed for calculation purposes.		

EXFILTRATION TEST REPORT
South Florida Water Management District - Usual Open Hole Test

Client: Ken Harris

Project No: 3730.2400092.0000

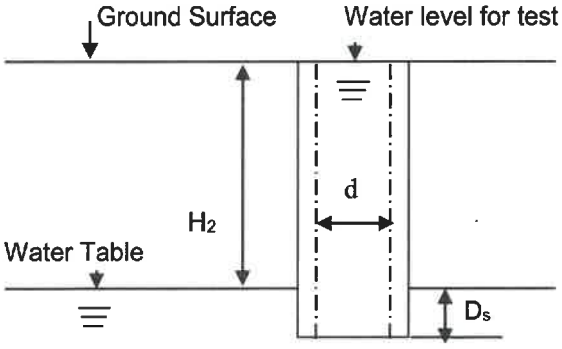
Project: S. Congress Ave Retail Center
3965 S. Congress Ave., Lake Worth Beach, Florida

Test Date: 10/30/2024
Technician: RV/NG

SOIL PROFILE

Test Location: EX-1	Depth (feet)	Soil Description	HCP
	0 – 3	Sandstone little fine sand (GP)	80+
	3 – 5	Gray fine sand (SP)	80+
	5 – 6	Light gray fine sand (SP)	80+
			80+
			70
			70
	Depth to Water Table from Ground Surface (feet)		N/A

CALCULATION OF HYDRAULIC CONDUCTIVITY



$$K = \frac{4Q}{\pi d(2H_2^2 + 4H_2D_S + H_2d)}$$

K	Hydraulic Conductivity (cfs/ ft² – ft head)	**3.83 x 10^{-04}**
Q	Stabilized Flow Rate (cubic ft per second)	**6.68 x 10^{-02}**
d	Diameter of Test Hole (feet)	**0.33**
H_2	Depth to Water Table (feet)	**6.0**
D_S	Saturated Hole Depth (feet)	**0.0**
Notes: 8' of water table was assumed for calculation purposes.		

Coffee
Sign
STORE
Grocery
Retail Shop

Coffee

Retail Shop

Village of Palm Springs

Staff Report

AGENDA DATE: May 8, 2025

DEPARTMENT: Planning, Zoning & Building

ITEM #23: Ordinance No. 2025-03 - Updates to the Land Development Regulations

SUMMARY: The Village of Palm Springs adopted a Vision Plan in August 2023 and an Evaluation and Appraisal Report (EAR)-based amendments to its Comprehensive Plan in 2024 (changes to comply with Florida law and changes to implement the new Vision). The Village is required to update the Land Development Code (LDC) within one year of the adopted Comprehensive Plan. To that end, the Village developed a Technical Advisory Committee to guide the LDC updates, encourage public participation in the process and to vet the draft document prior to Village Council review.

A Joint Workshop was held on February 13, 2025, with the Village Council, Planning and Zoning Board & CRA to provide an overview of the recommended changes to the Code and to seek input from the Joint Committee and the public. As a result of the Joint Workshop, the following updates were made:

- Revised language for the corridor overlay to clarify that any site area dedicated to the right-of-way would still be included in the total site calculations for intensity and/or density.
- Renamed the Roadway overlay as the “Lake Worth Road Connector Overlay”.
- Removed Sec. 34-1300 Administrative Policies for Affordable Housing related to the Live Local Act. The State pre-empts the Village on this matter, and the legislation does not require the Village to codify the process. However, the Village must include a summary of the process for Live Local Act projects on the Village Website. The consultant is working with Village staff to add this to the web page for Affordable Housing.
- Refined the standards for setbacks from stormwater ponds.

A Public Hearing of the Planning and Zoning Board was held on March 11, 2025, to present the most recent draft of the Land Development Regulations. The Planning and Zoning Board recommended approval of the draft with one revision.

- Revise Sec. 34-878.8 Prohibited uses in the CR Commercial Renewal Zoning District to add gas stations and convenience foods as prohibited uses.

The Planning and Zoning Board recommended the ordinance be forwarded to the Council 6-1 with Member Richard Hughes dissenting.

The Village Council requested during their regular meeting on April 10, 2025 to continue it to May's meeting to provide additional and adequate opportunities for public comments and participation.

The purpose of today's public hearing is to present the final draft of the updated Land Development Code and Zoning Map amendments to the Village Council.

If approved on the 1st reading, the proposed ordinance will be considered for the 2nd and final reading by the Village Council on June 12, 2025.

FISCAL IMPACT:

Adoption of the revised land development regulations will facilitate the redevelopment of many undeveloped properties and therefore will increase the village's property valuation.

ATTACHMENTS:

1. Proposed Ordinance No 2025-03 - Land Development Regulations Amendments and Zoning Map Amendments - EAR-Based and Visioning-Based
2. Aerial and Zoning Maps

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the Village's website by the time notice of the proposed ordinance is advertised and published.

Proposed ordinance's title:

ORDINANCE NO. 2025-03

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING ITS CODE OF ORDINANCES FOR CONSISTENCY WITH THE 2024 EAR-BASED AMENDMENTS TO ITS COMPREHENSIVE PLAN AS REQUIRED BY SECTION 163.3202, FLORIDA STATUTES, BY AMENDING CHAPTER 34 "LAND DEVELOPMENT", ARTICLE VI "LAND USE" AT VARIOUS SECTIONS; BY AMENDING CHAPTER 34 "LAND DEVELOPMENT", ARTICLE VI "LAND USE", DIVISION 6 "DISTRICT REGULATIONS" TO ADD A NEW SUBDIVISION IX "CR COMMERCIAL RENEWAL"; BY AMENDING CHAPTER 34 "LAND DEVELOPMENT", ARTICLE VI "LAND USE", DIVISION 9 "DEVELOPMENT STANDARDS" TO ADD NEW SECTIONS 34-1367 – 34-1371; AMENDING THE OFFICIAL ZONING MAP OF THE VILLAGE OF PALM SPRINGS TO PROVIDE FOR A NEW ZONING DESIGNATION OF "COMMERCIAL RENEWAL" FOR VARIOUS PARCELS; PROVIDING FOR SEVERABILITY; PROVIDING FOR APPLICABILITY; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The proposed ordinance amends and adds sections to Chapter 34, making it consistent with the 2024 EAR-BASED, as section 136.3202, Florida Statutes requires. It also amends the village's zoning map to establish a new commercial renewal zone. Adopting this ordinance will facilitate the redevelopment of many undeveloped properties and increase the valuation of village properties. The proposed ordinance serves the public by:
- Ensuring safety from natural disasters and hazards.
- Providing privacy, light, and air for residents.
- Preventing land overcrowding and protecting neighboring property owners.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur:

None

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

None

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

There are no new charges or fees that will be imposed on businesses by the subject of ordinance.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

The proposed comprehensive plan amendments do not have a direct fiscal impact to businesses.

4. Additional information the governing body deems useful (if any):

The Village Council will consider the proposed ordinance at its First Reading during their April 10, 2025, meeting.

ORDINANCE NO. 2025-03

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING ITS CODE OF ORDINANCES FOR CONSISTENCY WITH THE 2024 EAR-BASED AMENDMENTS TO ITS COMPREHENSIVE PLAN AS REQUIRED BY SECTION 163.3202, FLORIDA STATUTES, BY AMENDING CHAPTER 1 "GENERAL PROVISIONS" AT SECTION 1-2 "DEFINITIONS AND RULES OF CONSTRUCTION"; BY AMENDING CHAPTER 34 "LAND DEVELOPMENT", ARTICLE VI "LAND USE" AT VARIOUS SECTIONS; BY AMENDING CHAPTER 34 "LAND DEVELOPMENT", ARTICLE VI "LAND USE", DIVISION 6 "DISTRICT REGULATIONS" TO ADD A NEW SUBDIVISION IX "CR COMMERCIAL RENEWAL"; BY AMENDING CHAPTER 34 "LAND DEVELOPMENT", ARTICLE VI "LAND USE", DIVISION 7 "SUPPLEMENTAL DISTRICT REGULATIONS", SUBDIVISION I "IN GENERAL" TO ADD A NEW SECTION 34-899 "ROADWAY DESIGN OVERLAY ZONES"; BY AMENDING CHAPTER 34 "LAND DEVELOPMENT", ARTICLE VI "LAND USE", DIVISION 9 "DEVELOPMENT STANDARDS" TO ADD NEW SECTIONS 34-1354.2, 34-1354.3 and 34-1367 – 34-1371 FOR LITTORAL PLANTING REQUIREMENTS, GREEN BUILDING INCENTIVES AND PROVISIONS FOR A LAKE WORTH ROAD CONNECTOR OVERLAY; AMENDING THE OFFICIAL ZONING MAP OF THE VILLAGE OF PALM SPRINGS TO PROVIDE FOR A NEW ZONING DESIGNATION OF "COMMERCIAL RENEWAL" FOR VARIOUS PARCELS; PROVIDING FOR SEVERABILITY; PROVIDING FOR APPLICABILITY; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.3161-163.3215, Florida Statutes (F.S.), empowers and requires the Village Council of the Village of Palm Springs to prepare, implement and enforce the Comprehensive Plan and Land Development Regulations for the regulation of development within the Village; and

WHEREAS, the Village adopted amendments to its Comprehensive Plan on November 14, 2024; and

WHEREAS, Section 163.3201, F.S., requires appropriate local regulations on the development of lands and waters within the area to comply with the comprehensive plan; and

WHEREAS, Section 163.3202(1), F.S., requires each municipality to adopt or amend land development regulations within 1 year of its comprehensive plan revisions to ensure consistency with and implementation of the adopted comprehensive plan; and

WHEREAS, Village and community leaders reviewed and commented on the draft amendments in a series of Technical Advisory Committee meetings; and

WHEREAS, the Village held a Joint Workshop (Village Council, Planning and Zoning Board and CRA) to provide an overview of the Text Amendments on February 13, 2025; and

WHEREAS, the Planning and Zoning Board has reviewed the proposed Text Amendments, held an advertised public hearing on March 11, 2025, and provided for participation by the public in the process; and

WHEREAS, the Village Council held an advertised public hearing on April 10, 2025, which was continued to a date certain of May 8, 2025, to provide for public comment and public participation in accordance with the requirements of state law and the procedures adopted for public participation in the planning process; and

WHEREAS, the Village Council held a second advertised public hearing on June 12, 2025, provided for public comment and public participation in accordance with the requirements of state law and the procedures adopted for public participation in the planning process;

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

Section 1. The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the Village of Palm Springs.

Section 2. Chapter 1 “General Provisions” at Section 1-2 “Definitions and Rules of Construction” is hereby amended by adding the following terms and definitions:

Sec. 1-2. – Definitions and rules of construction.

Land Development Board. Former name for, and interpreted to refer to, the Village of Palm Springs Planning and Zoning Board (PZB).

Land Development Department. Former name for, and interpreted to refer to, the Village of Palm Springs Planning, Zoning and Building Department.

Land Development Director. Former name for, and interpreted to refer to, the Village of Palm Springs Planning, Zoning and Building Director.

Tattoo Establishment. Any temporary or permanent place, structure or business used for the practice of tattooing.

Tattooing. The placement of indelible pigment or ink beneath the skin, or the scarification of skin, for the purpose of adornment or art. For the purposes of this code, "tattooing" does not include the application of henna tattoos, or the practice of permanent makeup or micropigmentation when such procedures are performed as incidental services in a medical office or in a personal services establishment such as a hair or nail salon.

Section 3. Chapter 34 “Land Development”, Article VI “Land Use”, Division 1 “Generally” at Section 34-574 “Purpose and Effect” is hereby amended to read as follows (words ~~stricken~~ are deletions; words underlined are additions):

Sec. 34-574. - Purpose and effect.

(a) The purpose of this article is to implement the village comprehensive development plan, with amendments, in conformance with applicable state planning legislation and requirements, and promote the health, safety and general welfare of present and future populations of the village by:

(1) Giving effect to goals, objectives and plan recommendations (policies) established in the village comprehensive development plan;

(2) Dividing the village into zoning districts according to the use of land and buildings, and the intensity of uses, including bulk and height;

(3) Regulating and restricting the location and use of buildings, structures and land for residential, commercial, governmental, institutional, recreation, open space and other uses;

(4) Establishing regulations which protect the residents of the village by providing standards to control the amount of impervious surface area and open space within developments;

(5) Protecting natural features and resources from adverse environmental impacts;

(6) Controlling and regulating growth and development in the village by concentrating development in areas where adequate community facilities and services can be provided;

(7) Securing safety from fires, floods, natural disasters and other dangers;

(8) Providing adequate privacy, light and air;

(9) Making adequate provision for utilities, parks and other public requirements;

(10) Preventing overcrowding of land, and protecting property owners from adverse impacts on adjoining developments; ~~and~~

(11) Protecting the tax base by facilitating cost-effective development and the most appropriate use of land in the village~~.~~ ;

(12) Encouraging a mix of uses that promote the Village's desire to make goods and services accessible to residents;

(13) Promoting a diversified economy;

(14) Encouraging the revitalization of the CRAs; and

(15) Encouraging the establishment of strong commercial corridors.

(b) In interpreting and applying the provisions of this article, such provisions are not intended to interfere with, abrogate or annul any easement, covenant or other agreement between parties. Where this article imposes greater restrictions and regulations upon the land, buildings, premises or water, the provisions of this article shall control.

Section 4. Chapter 34 “Land Development”, Article VI “Land Use”, Division 6 “District Regulations”, Subdivision I “In General” at Section 34-721 “Establishment of Land Development Districts” is hereby amended to read as follows (words ~~stricken~~ are deletions; words underlined are additions):

Sec. 34-721. - Establishment of land development districts.

In order to classify, regulate and restrict the use of land, water, buildings and structures, the height and bulk of buildings and structures, the area of yards and other open spaces about buildings and the intensity of land use; to promote the orderly growth and development of the village; and to implement the village comprehensive development plan, the village is divided into the following ~~five~~ eight land development districts:

(1) RS residential single-family district.

(2) RM residential multiple-family district.

(3) CN commercial neighborhood district.

(4) CG commercial general district.

(5) G government district.

(6) LI light industrial district.

(7) MU mixed use district.

(8) CR commercial renewal district.

Section 5. Chapter 34 “Land Development”, Article VI “Land Use”, Division 6 “District Regulations”, Subdivision III “RM Residential Multiple-Family” at Section 34-761 “Purpose” and Section 34-767 “Property Development Regulations for Planned Developments” is hereby amended to read as follows (words ~~stricken~~ are deletions; words underlined are additions):

Sec. 34-761. - Purpose.

It is the purpose of the RM residential multiple-family land development district to provide an emphasis on multiple-family residences, while preserving and protecting the residential character of the village. A clustering of units and a variety of housing design and styles is encouraged in the RM district, while maintaining an appropriate density that will complement the surrounding

development in the village. In considering the compatibility of neighboring residential uses, wherever possible, medium-density residential projects should serve as buffers between higher and lower intensity residential uses to achieve an orderly land use transition. The gross density shall not exceed 5.8 dwelling units per acre for single-family detached dwelling developments. Gross density shall not exceed 19.0 dwelling units per acre for attached multiple-family developments, such as apartments and condominiums, and planned developments.

Sec. 34-767. - Property development regulations for planned developments.

Property development regulations for planned developments in the RM residential multiple-family land development district shall be as set forth in ~~subdivision IX~~ Division VII of this ~~division~~ Article.

Section 6. Chapter 34 “Land Development”, Article VI “Land Use”, Division 6 “District Regulations”, Subdivision IV “CN Commercial Neighborhood” at Section 34-792 “Permitted uses” is hereby amended to read as follows (words underlined are additions):

Sec. 34-792. - Permitted uses.

Permitted uses within the CN commercial neighborhood land development district shall be limited to the following:

(1) Professional offices.

(2) Business offices.

(3) Medical and dental offices.

(4) Retail sales and services such as pharmacies, florists, camera and photo supplies and studios, delicatessens for takeout only, clothing stores, sale of videos and video accessories (excluding adult entertainment), card and gift stores, coin laundries and dry cleaning, shoe stores (including repair), music stores, sporting goods, pet shops and similar shops.

(5) Galleries and fine art studios, excluding adult entertainment establishments.

Section 7. Chapter 34 “Land Development”, Article VI “Land Use”, Division 6 “District Regulations”, Subdivision VI “G Government” at Section 34-851 “Purpose” is hereby amended to read as follows (words underlined are additions):

Sec. 34-851. - Purpose.

It is the purpose of the G government land development district to provide a district which essentially maps and identifies real property that is presently owned and used by a governmental entity, including local, state or federal government units. It is not the intent of the G district to be applied to land that is used by governmental entities on an easement or leased basis, if title to the land is in private ownership. It is not the intent of this subdivision to classify all land owned by government into the G district, but only those lands particularly and peculiarly related to the public welfare. Wherever feasible, the planning and siting of recreational uses within G districts should consider their beneficial function as buffers between neighboring higher and lower intensity residential uses.

Section 8. Chapter 34 “Land Development”, Article VI “Land Use”, Division 6 “District Regulations”, Subdivision VIII “MU Mixed Use” at Sections 34-870, 34-872, 34-874 and 34-876 is hereby amended to read as follows (words ~~stricken~~ are deletions; words underlined are additions):

Sec. 34-870. - Purpose.

It is the purpose of the MU Mixed Use land development district to provide lands within the village for the development of mixed use developments. Similar to single-use planned developments, the intent of this section is to provide for planned developments with a mix of uses and to allow greater flexibility in design and development standards relative to specific dimensional regulations, to encourage ingenuity and creativity in site design while preserving open space to serve recreational, scenic and other public service purposes, and to ensure compatibility of new development with the surrounding area and within the proposed development. MU Mixed Use districts shall be promoted, where appropriate, in the Lake Worth Road and Congress Avenue Community Redevelopment Areas subdistricts. In addition to the following requirements,

mixed use projects shall adhere to section 34-1062, objectives of a planned development.

Sec. 34-872. Property Development Regulations.

The following property development regulations shall be in effect for the MU Mixed Use land development district:

(1) Minimum acreage: One acre.

(2) Setbacks: Setbacks from perimeter property boundaries shall be determined based upon the proposed use(s) within the Mixed Use development and the existing (or future) adjacent use. Similar uses (i.e. residential to residential) shall require a 15-foot setback. Different uses (i.e. residential to commercial) shall require a 30-foot setback.

(3) Maximum building height: Building height should respect adjacent properties by being located on their sites to minimize disruption of the privacy and outdoor activities of residents/business owners and patrons in adjacent buildings. Maximum building height is 75 feet. Any proposed building exceeding 35 feet in height shall be at the discretion of the Village Council considering the following:

a. The proposed uses of the structure;

b. The bulk, mass, and context of adjacent structures or proposed structures;

c. The compatibility with adjacent existing or proposed uses;

d. The relationship to the adjoining uses and the surrounding development; and

e. The provision of open space in the proposed project.

(4) Maximum building floor area ratio: ~~Per applicable land use designation(s)~~ Calculated by assigning each non-residential use and its maximum permissible floor area ratio a percentage of the total site area, with the overall total maximum floor area ratio, exclusive of residential uses, not to exceed 1.0.

(5) Required open space: The minimum total open space requirement shall be 35 percent of the gross land area.

~~(5)~~(6) Site-Specific Standards: Development of the subject property shall be governed by the provisions of the ordinance rezoning the property to MU, approving the proposed site plan and any waivers or conditions of approval therein.

(7) Regulation of Component Uses:

a. Residential uses shall not exceed fifty percent (50%) of the total site area. When calculating the residential composition for a mixed-use project, all building components and amenities such as lobbies, stairwells, service areas and amenity areas exclusively serving the residential uses shall be considered part of the residential use. Development requirements applicable to the mixed-use project as a whole, including buffers, setbacks, open space and stormwater management, shall not be considered part of the residential use to the extent that they are not part of amenity areas exclusively serving the residential use. Joint-allocation parking approved pursuant to Sec. 34-1327(s) and shared circulation areas shall not be considered part of the residential use.

b. Mixed use developments with a commercial use component must meet the regulations as set forth in subdivision IV and/or subdivision V of this division, according to the type(s) of commercial use proposed.

c. Mixed use developments with an industrial use component must meet the regulations as set forth in subdivision VII of this division, must demonstrate on the site plan that all industrial use components are fully enclosed, and must provide a noise study and demonstrate that it meets the requirements of section 34-1382.

Sec. 34-874. Performance standards.

(1) Minimum design requirements. Design standards can transform the image of the village. Specific design-base 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:

(a) Sidewalks on both sides of a street or primary driveway, interconnected with other pedestrian-ways and/or providing access to each building.

(b) Consolidation of smaller parcels into a larger, unified development project.

(c) Consolidation of driveways to eliminate curb cuts, with reciprocal easements for access; provision of access from secondary streets and alleys.

(d) Shared parking arrangements to reduce impervious surfaces and promote efficient use of facilities.

(e) Provision of sufficient parking to avoid on-street parking, unless designed with on-street spaces.

(f) Pedestrian-scale street lighting along sidewalks and pedestrian-ways.

(g) Aggregation of open space to create common areas of sufficient size for passive/leisure activities.

(h) Continuity of sidewalks and pathways where disconnects occur; and provision of sidewalks to usable open spaces, recreation amenities or public facilities.

(i) Residential setbacks that ~~allows~~ allow for a green, semi-private planting area between the sidewalk and ~~house(s)~~ residential units.

(j) Promote streetscape where feasible, with maintenance agreements assigning responsibility to adjacent properties.

(k) Create bus waiting areas for safety, for school busses or mass transit, as may be applicable.

(l) Building stepbacks or setbacks to respect existing scale and massing of adjacent neighborhoods and promote compatibility.

(m) Provisions of original, self-confident building design, and prohibition of metal buildings.

(n) ~~Buffers between differing uses to include a masonry wall and landscaping to promote compatibility.~~ Pedestrian and vehicular interconnectivity between different uses within the development and between adjacent properties, where deemed compatible.

(o) 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.

(2) Development standards.

(a) Mixed use 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, and article III landscaping.

(b) In the layout and design of the proposed mixed use development, the applicant shall consider, and the village 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.

(c) Mixed use developments containing any commercial component(s) must meet the requirements of subdivision IV CN commercial neighborhood and/or subdivision V CG commercial general, except for those Property Development Regulations listed in section 34-796 or section 34-826 that conflict with the Mixed-Use District Property Development Regulations listed in section 34-872.

(d) Mixed use developments containing any industrial component(s) must:

i. Meet the requirements of subdivision VII LI light industrial, except for those Property Development Regulations listed in section 34-863 that conflict with the Mixed-Use District Property Development Regulations listed in section 34-872; and

ii. Demonstrate on the site plan that all industrial uses are fully enclosed; and

iii. Provide as part of the development application a noise study meeting the requirements of section 34-1382 Noise and Vibration, at the discretion of the Planning, Zoning and Building Director.

Sec. 34-876. Supplemental regulations.

In addition to the following requirements, other supplemental regulations for the MU Mixed Use land development district shall be as set forth in division 7 of this article.

(1) Unified control.

a. All land included within a Mixed Use land development district shall be owned or under the control of the applicant (whether the applicant is an individual, partnership or cooperation, or a group of individuals, partnerships or corporations), or if planned for parcelization with multiple owners shall remain unified via the approved master development plan and development order. The application shall document unified control of the entire area within the proposed development, with provisions for cross-access, shared parking, and shared infrastructure, as may be appropriate for the subject project.

b. The mixed use development shall be developed in accordance with the master site plan approved by the Village, and sufficient guarantees shall be provided for adequate operation and maintenance of common facilities. The ~~application~~ developer shall provide agreements, covenants, contracts, deed restrictions or sureties acceptable to the Village prior to issuance of certificate of occupancy.

(2) Maintenance of common areas and facilities. A program for maintenance of all common areas, including open space, 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.

Section 9. Chapter 34 "Land Development", Article VI "Land Use", Division 6 "District Regulations", Subdivision IX "CR Commercial Renewal" with Sections 34-878 through 34-878.8 is hereby enacted to read as follows:

Subdivision IX. – CR Commercial Renewal

Sec. 34-878 Purpose.

The purpose of the CR Commercial Renewal land development district is to incentivize redevelopment of underutilized lands assigned the Village Commercial Renewal Future Land Use along primary commercial corridors within the Village. Similar to MU mixed use developments, the intent of this section is to provide for planned developments with a single use or mix of uses and to allow greater flexibility in design and development standards relative to specific dimensional regulations; to encourage ingenuity and creativity in site design while preserving open space to serve recreational, scenic and other public service purposes; and to ensure compatibility of new and re-development with the surrounding area and within the proposed development. In addition to the following requirements, commercial renewal projects shall adhere to section 34-1062, objectives of a planned development.

Sec. 34-878.1. Permitted and Special Exception Uses.

Except as specifically prohibited in Section 34-878.8, permitted and special exception uses within the CR Commercial Renewal land development district may include any permitted and special exception uses, respectively, in the RS, RM, CN, CG, or IL land development districts, subject to a finding of compatibility with the other uses within the CR district and adjacent uses in the

surrounding area. Residential uses shall only be permitted as part of a mixed-use project. In the case of mixed-use projects, a complementary mix of uses should generate synergy and convenience that enhances the physical space and creates a vibrant environment. Mixed-use projects shall comply with the following requirements:

(1) The proposed mix of uses shall be compatible with the character and use (existing and future) of the surrounding properties in function; hours of operation as regulated in section 34-891; type and amount of traffic to be generated; building location, mass, height and setbacks.

(2) It shall be demonstrated that the proposed mix of uses does not have a detrimental impact on surrounding properties based on:

a. The degree of noise, odor, visual, or other potential nuisance factors generated by the uses use; and

b. The effect on the amount and flow of unmitigated traffic within the vicinity of the proposed mixed-use project.

Sec. 34-878.2. Property Development Regulations.

The following property development regulations shall be in effect for the CR Commercial Renewal land development district:

(1) Minimum acreage: Three (3) acres.

(2) Setbacks: Setbacks from perimeter property boundaries shall be determined based upon the proposed use(s) within the Commercial Renewal development and the existing (or future) adjacent use. Similar uses (i.e. residential to residential) shall require a fifteen (15) foot setback. Different uses (i.e. residential to commercial) shall require a thirty (30) foot setback.

(3) Maximum building height: Building height should respect adjacent properties by being located to minimize disruption of the privacy and outdoor activities of residents/business owners and patrons in adjacent buildings. Buildings may be up to four (4) stories or forty-eight (48) feet by right, except that an integrated parking structure component may not be counted against the building height subject to approval by the Village

Council. Standalone parking structures shall not be considered integrated parking structure components for the purposes of this subsection. Any proposed building exceeding four (4) stories or forty-eight (48) feet in height, exclusive of integrated parking structure component, shall be at the discretion of the Village Council considering the provision of amenities as outlined in section 34-878.6 “Building height”.

(4) Maximum building floor area ratio: 1.5 FAR inclusive of all uses, except that a parking structure component may not be counted toward overall FAR subject to approval by the Village Council.

(5) Required open space: The minimum total open space requirement shall be 35 percent of the gross land area.

(6) Site-Specific Standards: Development of the subject property shall be governed by the provisions of the ordinance rezoning the property to CR, approving the proposed site plan and any waivers or conditions of approval therein.

(7) Regulation of Component Uses:

a. Residential uses shall not exceed fifty percent (50%) of the total site area. When calculating the residential composition for a mixed-use project, all building components and amenities such as lobbies, stairwells, service areas and amenity areas exclusively serving the residential uses shall be considered part of the residential use. Development requirements applicable to the mixed-use project as a whole, including buffers, setbacks, open space and stormwater management, shall not be considered part of the residential use to the extent that they are not part of amenity areas exclusively serving the residential use. Joint-allocation parking approved pursuant to Sec. 34-1327(s) and shared circulation areas shall not be considered part of the residential use.

b. Developments with a commercial use component must meet the regulations as set forth in subdivision IV and/or subdivision V of this division, according to the type(s) of commercial use proposed.

c. Developments with an industrial use component must meet the regulations as set forth in subdivision VII of this division, must demonstrate on the site plan that all industrial use components are fully enclosed, and must provide a noise study and demonstrate that it meets the requirements of section 34-1382.

Sec. 34-878.3. Off-street parking and loading.

Off-street parking and loading requirements for the CR Commercial Renewal land development district shall be as set forth in division 8 of this article, unless granted a waiver per section 34-878.7.

Sec. 34-878.4. Performance standards.

(1) 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:

(a) Sidewalks on both sides of a street or primary driveway, interconnected with other pedestrian-ways and/or providing access to each building.

(b) Consolidation of smaller parcels into a larger, unified development project.

(c) Consolidation of driveways to eliminate curb cuts, with reciprocal easements for access; provision of access from secondary streets and alleys, except for those that are residential streets or alleys.

(d) Shared parking arrangements to reduce impervious surfaces and promote efficient use of facilities.

(e) Provision of sufficient parking to avoid on-street parking, unless designed with on-street spaces.

(f) Pedestrian-scale street lighting along sidewalks and pedestrian-ways.

(g) Aggregation of open space to create common areas of sufficient size for passive/leisure activities.

(h) Continuity of sidewalks and pathways where disconnects occur; and provision of sidewalks to usable open spaces, recreation amenities or public facilities.

(i) Residential setbacks that allow for a green, semi-private planting area between the sidewalk and residential units.

(j) Promote streetscape where feasible, with maintenance agreements assigning responsibility to adjacent properties.

(k) Create bus waiting areas for safety, for school buses or mass transit, as may be applicable.

(l) Building stepbacks or setbacks to respect existing scale and massing of adjacent neighborhoods and promote compatibility.

(m) Provisions of original, self-confident building design, and prohibition of metal buildings.

(n) Interconnectivity between different uses within the development and between adjacent properties where appropriate.

(o) Adequate vehicular circulation, traffic maintenance and/or operational measures that do not negatively impact existing roadway conditions, including avoidance of dead-end streets and t-style turnarounds.

(2) Development standards.

(a) CR 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, and Article III landscaping.

(b) In the layout and design of the proposed CR development, the applicant shall consider, and the Village 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.

(c) Developments containing any commercial component(s) must meet the requirements of subdivision IV CN commercial neighborhood and/or subdivision V CG commercial general, except for those Property Development Regulations listed in section 34-796 or section 34-826 that conflict with the Commercial Renewal District Property Development Regulations listed in section 34-878.3.

(d) Developments containing any industrial component(s) must:

i. Meet the requirements of subdivision VII LI light industrial, except for those Property Development Regulations listed in section 34-863 that conflict with the Commercial Renewal District Property Development Regulations listed in section 34-878.3; and

ii. Demonstrate on the site plan that all industrial uses are fully enclosed; and

iii. Provide as part of the development application a noise study meeting the requirements of section 34-1382 Noise and Vibration, at the discretion of the Planning, Zoning and Building Director.

Sec. 34-878.5. Building height.

As specified in section 34-878.3, CR developments may be built to four (4) stories or forty-eight (48) feet by right. Additional building height beyond four (4) stories or forty-eight (48) feet may be approved at the discretion of the Village Council for projects that incorporate at least three (3) of the following amenity types meeting the requirements specified below. Projects proposing additional building height shall further demonstrate that the additional height will not adversely impact adjacent properties and that appropriate stepbacks are provided as building height increases.

(1) Job creation. The applicant shall demonstrate the number of planned permanent full-time positions with pay above the median area

wage to be offered by a business operated within the proposed development.

(2) Public gathering space. The development shall include a permanent publicly-accessible gathering space such as an open plaza area, including landscaping, seating, and shade trees or shade structures. Such public gathering space shall be incorporated into the site plan for the development.

(3) Public art. The development shall include a professionally-designed work of art that is accessible to the public and incorporated into the site plan or landscape plan for the development. The value of the work of art shall be at least one percent (1%) of the vertical construction cost of the development.

(4) Additional landscaping. The development landscape plan shall include additional landscaping features beyond the requirements of Article III of this chapter, such as increased native plantings, additional shade trees, and shade tree specimens with larger height, canopy spread, and caliper measurement.

(5) Advanced stormwater management. The development shall provide additional innovative stormwater management techniques, which may include nature-based or green stormwater infrastructure, to provide additional on-site stormwater treatment and/or storage.

(6) Advanced architectural features. The development shall include additional architectural design elements such as cornices, flower boxes, bay windows, decorative molding, or balconies,

(7) Other amenities above code requirements proposed by the developer with Village Council approval.

Sec. 34-878.6. 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 according to the provision of additional amenities and shall be demonstrated to be in harmony with the purpose, and objectives of the comprehensive plan land use designation and the performance standards of this subdivision. Waivers may not be requested from density and intensity limitations.

(2) Waivers may be granted by the Village Council, following an advisory recommendation by the Planning and Zoning Board. All requests for waivers shall be identified on the site plan and shall accompany an application for site plan approval of a CR development.

(3) Requests for waivers shall be submitted in writing and shall address each of the following criteria as applicable to the proposed development:

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 such waiver will not be injurious to the area involved or otherwise detrimental to the public health, safety and welfare.

b. The request is in harmony with the functional and context classification of the fronting roadway.

c. The request results from innovative and/or architectural design in which other minimum standards are exceeded.

d. The request demonstrates that granting of the waiver will result in preservation of valuable natural resources, including drainage and recharge areas, natural areas, etc.

e. 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.

f. The request provides sufficient screening and buffering to screen adjacent uses from adverse impacts caused by the granting of a waiver.

g. The result is compatible with existing and potential land uses and structures adjacent to the development site.

h. Waiver requests from minimum common amenity area requirements shall further demonstrate that adequate recreation area is available on the immediate vicinity of the proposed development.

i. Economic hardship may not be used to justify waivers.

Sec. 34-878.7. Supplemental regulations.

In addition to the following requirements, other supplemental regulations for the CR Commercial Renewal land development district shall be as set forth in division 7 of this article.

(1) Unified control.

a. All land included within a CR land development district shall be owned or under the control of the applicant (whether the applicant is an individual, partnership or cooperation, or a group of individuals, partnerships or corporations), or if planned for parcelization with multiple owners shall remain unified via the approved master development plan and development order. The application shall document unified control of the entire area within the proposed development, with provisions for cross-access, shared parking, and shared infrastructure, as may be appropriate for the subject project.

b. The CR development shall be developed in accordance with the master site plan approved by the Village, and sufficient guarantees shall be provided for adequate operation and maintenance of common facilities. The developer shall provide agreements, covenants, contracts, deed restrictions or sureties acceptable to the Village prior to issuance of certificate of occupancy.

(2) Maintenance of common areas and facilities. A program for maintenance of all common areas, including open space, 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.

Sec. 34-878.8. Prohibited uses.

The following uses shall be specifically prohibited in the CR Commercial Renewal land development district:

(1) Any use not specifically, provisionally or by reasonable implication permitted, or not permitted by special exception in the CN and CG land development districts.

(2) Time share uses.

(3) Theaters, outdoor.

(4) Flea markets and swap shops.

(5) Bottle clubs.

(6) Adult entertainment.

(7) Heavy industrial uses.

(8) Dumps/recycling centers.

(9) Junk/salvage yards.

(10) Pawn shops.

(11) Car washes.

(12) Automotive repairs, minor and major.

(13) Social service facilities.

(14) Medical marijuana dispensaries.

(15) Non-chartered financial institutions.

(16) Fast food / drive-through restaurants.

(17) Gas stations.

(18) Convenience (food and beverage) stores.

(19) Tattoo establishments.

Section 10. Chapter 34 “Land Development”, Article VI “Land Use”, Division 7 “Supplemental District Regulations”, Subdivision I “In General” is amended by adding a new Section 34-899 “Roadway Design Overlay Zones” to read as follows:

Sec 34-899. – Roadway Design Overlay Zones

The Village of Palm Springs may designate segments of a roadway as a Roadway Design Overlay Zone to employ special design standards. The purpose of this designation is to develop a specific plan for a section of roadway to improve traffic flow, accommodate future growth and/or to enhance pedestrian, transit and cyclist safety. Such improvements will facilitate the achievement of the desired vision for the Village and implement the Comprehensive Plan. Roadway design overlay zones do not supersede underlying land use and zoning provisions but provide additional requirements for designated areas. Roadway design overlay zones shall be designated in accordance with the public hearing provisions of the Land Development Code. Roadway design overlay plans for roadways maintained by other agencies shall be developed in coordination with the Florida Department of Transportation, Palm Beach County and adjacent municipalities as applicable.

Section 11. Chapter 34 "Land Development", Article VI "Land Use", Division 7 "Supplemental District Regulations", Subdivision X "College-Hospital Overlay" with Sections 34-1081 through 34-1089 is repealed and reserved for future use.

Section 12. Chapter 34 "Land Development", Article VI "Land Use", Division 9 "Development Standards" at Section 34-1351 "In General", subsection (c) is hereby amended to read as follows (words underlined are additions):

Sec. 34-1351. – In general.

(c) All developments shall be reviewed to ensure that the level of service standards contained in the adopted comprehensive plan are met and will continue to be met after the impact of the development under review is realized. Availability of potable water to serve the proposed development shall be verified prior to permit issuance. Where necessary, the village council may require the modification of the development project to ensure that level of service standards are maintained.

Section 13. Chapter 34 “Land Development”, Article VI “Land Use”, Division 9 “Development Standards” at Section 34-1352 “Residential Developments”, subsections (b) and (e) is hereby amended to read as follows (words ~~stricken~~ are deletions; words underlined are additions):

Sec. 34-1352. - Residential developments.

(b) In the review of plans for a residential development, consideration shall be given to arranging the features of the development to enhance overall neighborhood quality. Medium-density residential uses or recreation and open space areas should serve as buffers between higher and lower intensity residential uses.

(e) All residential subdivisions and multifamily or mixed-use residential developments shall contain active recreational areas and facilities at or exceeding the quantities required in the recreation and open space element of the adopted comprehensive plan, or shall make payments in lieu of providing such facilities. ~~Until such time as a schedule of payments is established, payments made under a recreation impact fee program shall be considered as satisfying such requirement.~~

Section 14. Chapter 34 “Land Development”, Article VI “Land Use”, Division 9 “Development Standards”, Section 34-1354 “Surface Water Management” is hereby renumbered to Section 34-1354.1 and its subsections (a) through (e) are hereby amended to read as follows (words ~~stricken~~ are deletions; words underlined are additions):

Sec. 34-1354.1. - Surface water management.

(a) Drainage (surface water management) systems shall be designed so that post-development conditions shall approximate predevelopment conditions ~~to the maximum extent possible~~. Where predevelopment conditions in the surrounding area are characterized by flooding of existing uses, drainage design involving the new development ~~should~~ shall reduce existing problems to the maximum extent feasible. Where necessary, the ~~village council~~ Village Council may require the modification of the development project to ensure that such requirement is met.

(b) Drainage systems ~~should~~ shall be designed so as to maintain or improve water quality ~~to the maximum extent feasible~~, and to meet applicable standards of the state and/or water management district. In addition to water quality where surface water runoff leaves the site, water quality shall be maintained in lakes and canals where surface water ultimately drains. Where necessary, the ~~village council~~ Village Council may require the modification of the development project to ensure that such standard is met.

(c) Drainage shall be designed to maintain the predevelopment viability of natural areas and groundwater recharge. To the maximum extent feasible, surface water runoff should be directed to groundwater recharge and/or natural drainage areas rather than being directed to ~~manmade~~ canals.

(d) The developer of a site shall be responsible for the design, ~~and~~ construction and maintenance of the drainage system so as to comply with the surface water management requirements of this section, as well as the applicable regulatory requirements of other state, regional and/or local agencies.

(e) Based on ~~advice~~ requirements from the appropriate agencies, all drainage plans shall be designed utilizing best management practices (BMPs) as established by the applicable areawide water quality plan.

Section 15. Chapter 34 “Land Development”, Article VI “Land Use”, Division 9 “Development Standards”, is hereby amended by adding Sections 34-1354.2 “Littoral Planting Requirements” and 34-1354.3 “Littoral Planting Plans” to read as follows:

Sec. 34-1354.2. - Littoral planting requirements.

Manmade lakes or ponds greater than one (1) acre at control elevation permitted after the approval of Ordinance 2025-03, must include littoral plantings in compliance with this section. Permanent littoral plantings consisting of native vegetation must be planted prior to the issuance of the first certificate of occupancy for any lot in the development or the associated development phase. For basins with multiple lakes that are interconnected, littoral zones may be concentrated within one or more lakes so long as the basin as a whole contains the total required littoral area.

(a) At least 50 percent of the shoreline shall be planted with native wetland trees and/or aquatic plants at eight (8) square feet of littoral zone for every one (1) linear foot of shoreline.

(b) The littoral zone shall be planted with at least five species of appropriate native wetland vegetation. There shall be a minimum of one (1) tree for every five hundred (500) square feet of littoral zone, and plants/shrubs shall be placed with an average spacing of three (3) feet on center. An appropriate mix of emergent and submerged aquatic vegetation shall be used to satisfy the littoral planting requirement. The planting plan design and mix of species used shall have an anticipated minimum 80 percent coverage.

c) The trees must be a minimum of eight feet in height and consist of native freshwater wetland and transitional varieties. Upland littoral planting, landward from the mean high water line (MHWL) or ordinary high water mark (OHWM), shall be installed at a minimum of 18" in height. Littoral or aquatic planting placed beneath the water line shall be installed at a minimum height of 6" above the waterline. For example, if the plant is placed in the zone 12" (or 1 foot) below the waterline, the minimum size of the plant at installation is 18" in height.

(d) Plant material selection and placement shall be designed in a manner that mimics the natural wetland systems in Palm Beach County.

(e) The littoral planting zone shall extend a minimum of ten (10) feet into the lake from the waterline and a maximum of five (5) feet upland from the waterline. Slopes for planted littoral zones shall be no steeper than ten (10) feet horizontal to one (1) foot vertical (or a 10:1 slope). Slopes up to a maximum depth of three (3) feet below the waterline are encouraged to promote greater success of the littoral zone plantings.

Sec. 34-1354.3. - Littoral planting plans.

Littoral Planting Plans must be submitted for all developments that include excavated lakes and ponds greater than one (1) acre prior to excavation permit issuance. Littoral Planting Plans shall be subject to the inspection and bond or surety provisions of Sec. 34-134(e). The plans must be prepared by a qualified

environmental professional with a personal familiarity with the site and soil conditions based upon a field review and include:

a) A complete plant list that shall include:

1. The genus and species of each plant

2. The common names of each plant

3. The quantity of each plant

4. The size of each plant

b) A plan that indicates the location and quantities of plants to be used, their dimensions, and spacing between plants.

c) A typical cross section of the littoral planting area.

d) The total linear footage of shoreline of the proposed lake or pond measured at the control elevation, the provided percentage of planted shoreline, and the size of the littoral planting area in square feet, with calculations demonstrating a minimum of eight (8) feet of planted littoral zone area per one (1) foot of shoreline for at least fifty (50) percent of the shoreline.

e) The waterbody protection easement as required by Sec. 34-1356(f).

f) Planting details indicating planting performance standards consistent with aquatic industry standards and methodology.

g) A description of the procedures to ensure the viability and health of the plantings.

h) A written agreement that identifies who shall be financially responsible for regular monitoring and removal of noxious, pest plant, and invasive exotic species for continued healthy diversity in littoral zone vegetation. This shall include management guidance for parties responsible for continual maintenance and vitality of all littoral planting areas.

i) Projects with ponds or lakes which are proposed to be constructed in phases shall include plans which delineate the phases of excavation and shall include warranties for maintenance and survival of each phase.

j) Other reasonable information as requested by the Village.

Section 16. Chapter 34 “Land Development”, Article VI “Land Use”, Division 9 “Development Standards” at Section 34-1356 “Natural Features” is hereby amended by adding subsections (e), (f) and (g) to read as follows:

Sec. 34-1356. Natural features.

(e) All verified, delineated wetlands not permitted for mitigation by the South Florida Water Management District shall be protected via an upland buffer that is a minimum average twenty-five (25) feet from the delineated wetland edge and at no point less than ten (10) feet from the delineated wetland edge. Native vegetation contained within the upland buffer shall be protected from development activities. All invasive and non-native vegetation within the upland buffer shall be removed. Where native vegetation does not exist in the upland buffer, the area within the upland buffer shall be reestablished by the replanting of plants that are natural and native to the original ecological community. Turf grasses and exotic or non-native plants are prohibited. No primary or accessory structures may be constructed within the upland buffer.

(f) All manmade and natural waterbodies shall be protected via a waterbody protection easement extending at least twenty (20) feet landward from the mean high water line (MHWL) or ordinary high water mark (OHWM) of the natural waterbody, or from the edge of the manmade water body. On bulkheaded lots, the waterward boundary of the waterbody protection easement shall be the established or existing bulkhead line. Additionally, a “low-maintenance vegetated zone” consisting of un-mowed vegetation extending five (5) feet from the MHWL, OHWM, bulkhead line or pond edge, as applicable, is encouraged to filter pollutants. No development shall be permitted within the waterbody protection easement, except for the following types as permitted by the Florida Department of Environmental Protection, the South Florida Water Management District, and/or the Lake Worth Drainage District as applicable:

i. Interpretive walks, docks, or decking, including decking for non-residential uses subject to approval by the Village Council;

ii. Stormwater detention areas or other improvements for water quality;

iii. Native and/or other ecologically appropriate landscaping within the low-maintenance vegetated zone; or

iv. Riprap.

(g) All manmade waterbodies must include littoral plantings according to the provisions in Sections 34-1354.2 and 34-1354.3.

Section 17. Chapter 34 “Land Development”, Article VI “Land Use”, Division 9 “Development Standards” at Section 34-1359 “Traffic Circulation” is hereby amended by amending subsections (c), (d) and (j) and adding subsection (l) to read as follows (words ~~stricken~~ are deletions; words underlined are additions):

Sec. 34-1359. - Traffic circulation.

(c) Ingress and egress from any development shall be regulated so as to prevent unnecessary conflicts with traffic on adjacent streets. ~~The~~ Access management, including the number and spacing of entrances and median openings for divided streets, shall be as specified by the agency having maintenance responsibility for the street. The Village shall consult F.A.C. 14-97.003 (Access Control Classification System and Access Management Standards) during site plan review for properties fronting State Highway System roadways: SR 882/Forest Hill Boulevard, SR 802/Lake Worth Road, SR 809/S Military Trail, and SR 807/S Congress Avenue. Where there are no other standards, the following provisions shall apply:

Width of Row (in feet)	Spacing for Entrances (in feet)	Median Openings (in feet)
Under 50	50	100
50-80	100	200
80 or more	125	250

(d) ~~Where~~ On the Village's jurisdictional roadways, where the width of the parcel is less than the spacing required, or where the location of the parcel with respect to adjacent parcels with entrance locations prevents the normal allocation of an entrance to the parcel, one entrance may be permitted, provided, it is arranged to be jointly shared with an adjoining parcel either immediately or at such future time as the adjoining parcel is developed or redeveloped. Where any parcel is developed or redeveloped and adjoins a parcel which is restricted as to access, the on-site traffic circulation shall be designed so as to provide access to the adjoining parcel either through an on-site connection or the joint use of an entrance. Exceptions for connections to roadways under other government jurisdiction shall be coordinated with the applicable government agency.

(j) Where bus stops and shelters are provided, they shall be located so as to be convenient to the buildings on-site and to the pedestrian walkway system for any site adjacent to an existing bus route. Bus stops and shelters shall be subject to the approval of the traffic engineer under chapter 74, and shall conform to the standards of the county transit agency ~~(CoTran)~~ (Palm Tran). This subsection shall apply to bus shelters not located on public rights-of-way, and shall not apply to any shelter established by ~~CoTran~~ Palm Tran.

(l) In order to reduce the need for sequential trips on primary roadways serving the Village, the Village finds that vehicular and pedestrian cross-access between adjacent properties should be required where appropriate and feasible. All adjacent CN, CG, LI, G, MU, or CR district properties fronting arterial or major collector roadways shall provide a cross-access drive and pedestrian access way to allow circulation between sites. This requirement shall also apply to a building site that abuts an existing developed property unless the Village Council finds that this would be impractical. Property owners shall:

1. Record an easement in the public records of Palm Beach County allowing cross access to and from the adjacent properties;
2. Agree that any pre-existing driveways provided for access in the interim shall be closed and eliminated after construction of a joint-use driveway, if utilized; and

3. Record a joint maintenance agreement in the public records of Palm Beach County defining maintenance responsibilities of property owners that share the cross-access system and any joint-use driveway.

Where abutting properties are in different ownership and not part of an overall development plan, cooperation between the various owners in development of a unified access and circulation system is encouraged. Only the building site(s) under consideration for development approval shall be subject to the requirements of this criterion. Abutting properties shall not be required to provide cross-access and circulation until they are developed or redeveloped.

Section 18. Chapter 34 “Land Development”, Article VI “Land Use”, Division 9 “Development Standards” at Section 34-1366 “Building Design Guidelines” is hereby amended by amending subsections (1), (2), (4) and (12) to read as follows (words ~~stricken~~ are deletions; words underlined are additions):

Sec. 34-1366. Building design guidelines.

These guidelines are intended to help ensure compatibility and secure a high quality of environment, regarding livability, visual interest, identity and sense of place in Palm Springs' commercial and multifamily districts by providing guidance for the design of new buildings. These guidelines are intended to focus on the characteristics of architectural compatibility and leave individual property owners and developers the maximum flexibility to build to meet their own needs and objectives.

(1) General design.

a. General design. Buildings shall be designed to be compatible with the surrounding environment, both manmade and natural, with particular attention to adjacent residential uses, if any. A building shall provide a positive impact on the surrounding environment.

(2) Building forms and colors. Buildings and structures which use symbolic forms and colors, with the exception of those features protected

by F.S. § ~~553.79(20)(a)1~~ 553.79(24)(a), and which have a negative impact on the visual environment of the area, as determined by the ~~land development director~~ Planning, Zoning and Building Director, ~~land development board~~ Planning and Zoning Board, or village council, shall not be permitted.

(4) Building scale and height. In general, building should relate in scale and proportion primarily to ~~other~~ adjacent buildings and secondarily to other buildings in the area. Buildings of different sizes can be made architecturally compatible through skillful design that might include transitional massing element, cornice lines and other treatments to coordinate the line of the lower building to the taller one.

(12) Applicability. These building design guidelines shall apply to all infill projects, to all new construction projects for nonresidential uses in excess of 3,000 square feet of the gross floor area of the structure and to all multi-family residential projects comprised of more than six dwelling units. Renovation construction projects are encouraged to comply with these standards.

Section 19. Chapter 34 “Land Development”, Article VI “Land Use”, Division 9 “Development Standards” is hereby amended by adding Sections 34-1367 through 34-1371 to read as follows:

Sec. 34-1367. Green building incentives.

The Village of Palm Springs acknowledges the critical role of conserving natural resources in maintaining the overall health of the local environment. To support this commitment, the Village offers incentives for Green Development that minimize environmental impacts, enhance energy and water efficiency, and promote the health and well-being of residents.

(1) Eligibility: To qualify for green building incentives, projects must meet one or more of the following criteria:

a. Achieve a minimum certification level equivalent to LEED Silver, as administered by the U.S. Green Building Council

(USGBC); to Green Globes, as administered by the Green Building Initiative (GBI); or similar;

b. Demonstrate compliance with ENERGY STAR performance standards;

c. Demonstrate water efficiency and waste reduction measures that align with guidelines from the WaterSense Program (administered by the EPA) or equivalent local standards; and/or

d. Utilize innovative natural processes to manage stormwater.

(2) Incentives: As part of the site plan review process, eligible developers may request one or more of the following incentives, which will be reviewed and considered by the Village Council:

a. Expedited permitting;

b. Reduction of minimum setbacks, not to exceed 10% for residential developments and 20% for commercial developments; and/or

c. Reduced open space requirements, not to exceed 10%.

Sec. 34-1368. Lake Worth Road Connector Roadway Design Overlay Zone.

This section establishes a Roadway Design Overlay Zone to be known as the Lake Worth Road Connector ("LWRC") Roadway Design Overlay Zone, which is applied to properties adjacent to Lake Worth Road from Military Trail to the Keller Canal. This Overlay is within the Lake Worth Road CRA District.

Sec. 34-1369. Purpose and intent.

The intent of the LWRC is to impose special requirements to this roadway segment to promote the use of alternative modes of transportation, reduce roadway congestion and to facilitate an improved mobility for Lake Worth Road.

Sec. 34-1370. Applicability.

The provisions of this overlay apply to the all new development or redevelopment of properties within the LWRC.

Sec. 34-1371. Roadway Design Standards.

Roadways in the LWRC shall generally conform to the requirements of

Sec. 34-511. – Streets, but may also subject to additional requirements as needed for:

(1) Public transit:

a. Dedication of additional Right of Way for the development of boarding and alighting areas (see FDOT Design Manual 225.2 Boarding and Alighting Areas for Public Transit Facilities).

b. Dedication of additional Right of Way for infrastructure that supports Public Transit. (i.e. street furniture; shade structures; signage).

(2) Bicycle lanes:

a. Dedication of additional Right of Way for new or improved bicycle lanes.

(3) Sidewalks:

a. Dedication of additional Right of Way for new or improved sidewalks.

(4) Multi-modal paths:

a. Dedication of additional Right of Way for new or improved multi-modal paths.

(5) Landscaping and aesthetic improvements:

a. Dedication of additional Right of Way for the planting of Shade Trees and other landscaping.

Properties developed or redeveloped within the LWRC providing dedication of additional Right of Way as outlined above shall consider the area of the additional dedicated Right of Way as part of the overall site area subject to density and intensity calculations. All other property development regulations such as setbacks, lot coverage and impervious surface coverage shall be based upon the project site area less than the additional dedicated Right of Way.

Section 20. Amendment to Official Land Development District (Zoning) Map. If this Ordinance is adopted, pursuant to section 34-722 of the Village Code of Ordinances, the Village's Official Land Development District (Zoning) Map shall be

updated to reflect the changes set forth in this Ordinance, specifically assigning “CR (Commercial Renewal)” zoning to those parcels so categorized in blue on Exhibit A.

Section 21. 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 22. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 23. Codification. The sections of the ordinance may be made a part of the Village Code of Ordinances and may be re-numbered or re-lettered to accomplish such, and the word “ordinance” may be changed to “section,” “division,” or any other appropriate word.

Section 24. Effective Date. This ordinance shall take effect immediately upon adoption.

_____ offered the Ordinance for its first reading and moved its adoption. The motion was seconded by _____, and upon being put to a vote, the vote was:

	AYE	NAY
BEV SMITH, MAYOR	____	____
PATTI WALLER, VICE MAYOR	____	____
KIM SCHMITZ, MAYOR PRO TEM	____	____
JONI BRINKMAN, COUNCIL MEMBER	____	____
GARY M. READY, COUNCIL MEMBER	____	____

Passed first reading at the Regular Meeting of the Village Council held on the 8th day of May, 2025.

_____ offered the Ordinance for its second reading and moved its adoption. The motion was seconded by _____, and upon being put to a vote, the vote was:

	AYE	NAY
BEV SMITH, MAYOR	____	____
PATTI WALLER, VICE MAYOR	____	____
KIM SCHMITZ, MAYOR PRO TEM	____	____
JONI BRINKMAN, COUNCIL MEMBER	____	____
GARY M. READY, COUNCIL MEMBER	____	____

Passed second reading at the Regular Meeting of the Village Council held on the 12th day of June, 2025. The Mayor thereupon declared this Ordinance approved and adopted by the Village Council on this 12th day of June, 2025.

VILLAGE OF PALM SPRINGS, FLORIDA

_____
Bev Smith, Mayor

ATTEST:

_____
Kimberly Wynn, CMC, FCRM, MPA
Village Clerk
(VILLAGE SEAL)

Approved as to form and legal sufficiency:

_____
Glen J. Torcivia, Village Attorney
Florida Bar No. 343374

Village of Palm Springs

Zoning Map

Legend

- Village Boundary

Zoning

- CG (Commercial General)
- CN (Commercial Neighborhood)
- CR (Commercial Renewal)
- County Zoning
- G (Governmental)
- LI (Light Industrial)
- MU (Mixed Use)
- RM (Residential Multi-Family)
- RS (Residential Single-Family
- Other
- Parcels

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Date Printed:
2/25/2025

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US Feet

BONNIE LANDRY
&ASSOCIATES Professional Planning Services

Village of Palm Springs

Zoning Map

Legend

- Village Boundary

Zoning

- CG (Commercial General)
- CN (Commercial Neighborhood)
- CR (Commercial Renewal)
- County Zoning
- G (Governmental)
- LI (Light Industrial)
- MU (Mixed Use)
- RM (Residential Multi-Family)
- RS (Residential Single-Family
- Other

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Date Printed:
4/10/2025

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BONNIE LANDRY
&ASSOCIATES Professional Planning Services