AGENDA
VILLAGE COUNCIL MEETING
VILLAGE HALL COUNCIL CHAMBERS
226 CYPRESS LANE ■ PALM SPRINGS, FL 33461
JULY 10, 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. **Approval of June 12, 2025, Village Council Meeting Agenda:** Motion for the

approval of June 12, 2025, Village Council Meeting.
Staff: Kimberly Wynn, Village Clerk

2. **Resolution No. 2025-11 Update Fund Balance Policy to include Emergency Reserves for Financial Sustainability**: Motion for the approval of Resolution No. 2025-11 to update the Fund Balance Policy to include Emergency Reserves and define the commitment for unassigned fund balance in Section V to 25%-30% as restricted fund balance of the General Fund Operating Expenditures. See Exhibit A, No changes to Exhibit B.
   Staff: Mara Frederiksen, Finance Director

3. **Resolution No. 2025-42 Adopt a Debt Management Policy:** Motion to approve Resolution No. 2025-42 to adopt a Debt Management Policy.
   Staff: Mara Frederiksen, Finance Director

4. **Approval of Work Authorization # 2 to Clearspan Structures, Inc.:** Motion to approve Work Authorization #2 with Clear Span Structures, LLC. of $205,985 to cover preliminary design services for the Village Commons Project, including the whole design of the Community Gathering Zone and the conceptual and schematic design of the overall master site plan.
   Staff: Juan Ruiz, Director of Parks and Recreation

5. **Approval of Third Amendment for Shellard Lighting Designs, LLC for Village Holiday Tree:** Motion to approve Amendment No. 3 to the Agreement with Shellard Lighting Designs, LLC for a total of $27,350 for the installation of the decorated Village Holiday Tree with lighting for two years. Funding is available from the Parks and Recreation General Fund.
   Staff: Juan Ruiz, Director of Parks and Recreation

6. **Approval of Work Authorization #3 to Keshavarz and Associates for the preliminary conceptual design of the 10th Avenue North and Davis Road Intersection Improvements Project:** Motion for the approval of Work Authorization #3 with Keshavarz and Associates for an amount not to exceed $76,170.04 for the design and future construction improvements to enhance the safety, functionality, and esthetics of the 10th Avenue North and Davis Road corridor. Funding is available from account 01441-56300.
   Staff: Felipe Lofaso, Public Works Director

7. **Approve Change Order #01 to ShutterUp Windows and Doors for the Electrification of the Storefront Doors at Village Hall:** Motion for the approval of Change Order No. 1 with ShutterUp Windows and Doors for an additional amount of $9,144.75 to change the original scope of work to electrified hinges and panic devices on the storefront doors to make the doors key FOB compatible at the Village Hall Complex. Funding is available from the Public Works - General Fund Account.

Staff: Felipe Lofaso, Public Works Director

8. **Approve Expenditure to Purchase New Office Furniture for the Police Building Expansion Project - Piggyback – Police Department (FY 2025 Budget Funded) – Florida DMS Contract:** Motion to approve a Purchase Agreement with JC White Furniture in the amount of $195,304.38 Piggybacking Florida DMS Contract 56120000-24-NY-ACS (Furniture, All Types) to purchase furniture for the Police Department. Funding is available from FY 2025 Budget - General Fund - Machinery and Equipment – Capital Expense Account.
   Staff: Thomas Ceccarelli, Police Chief

9. **Approve Amendment No. 02 to Work Authorization CH-U01- Utilities Operations Building - Task Order No. 331 - Utilities Department – CHA Solutions:** Motion for the approval of Amendment No. 2 to Work Authorization CH-U01 (Task Order #331) with CHA Solutions in the additional amount of $88,492 for further design services and the extension of time for the Utilities Operations Building at the Main Water Treatment Plant (WTP). Funding is available from the Water Sewer Fund.
   Staff: Jimmie Johnson, Utilities Director

10. **Resolution No. 2025-43 - Contract Award – ITB No. 2025B-007 – Main Water Treatment Plant & Pratt Water Treatment Plant: Miex and Slaker Roof and Gutter Replacement (TO No. 376 & No. 377) - Utilities Department – Creative Contracting Group:** Motion for the approval of Resolution No. 2025-43 to enter into an agreement with Creative Contracting Group for $222,300 for the Main WTP & Pratt WTP Miex and Slaker Roof and Gutter Replacement Project. Funding is available from the Water and Sewer Fund.
    Staff: Jimmie Johnson, Utilities Director

11. **Approve Work Authorization #1 KH-U24 - Price Street Force Main Replacement - Task Order No. 373 - Utilities Department – Kimley Horn and Associates, Inc.:** Motion for the approval of Work Authorization No. #1-KH-U24 to Task Order #373 with Kimley Horn and Associates, Inc., for an amount not to exceed $142,410.00 to provide engineering and design services for the replacement of an aging 4-inch force main located between Lakewood Road and North Price Street, which has suffered multiple breaks in the past 18 months. Funding is available from the Water and Sewer Enterprise Fund.
    Staff: Jimmie Johnson, Utilities Director

End of Consent Agenda....

Motion	Second	Vote

PRESENTATIONS

12. **Update - Police Department Expansion/Renovation Project:** Mr. Greg Seifker, Village Owner's Representative/Project Manager, will provide an update on the construction project.
    Staff: Michael Bornstein, Village Manager

13. **Proclamation:** Recognizing Parks and Recreation Month - July 2025
    Staff: Juan Ruiz, Director of Parks and Recreation

PUBLIC COMMENT (Three-minute limit)

REGULAR AGENDA

14. **2025 Florida League of Cities Annual Conference Voting Delegate:** Appointment of a voting delegate to attend the 2025 Annual Florida League of Cities, Conference from August 14-16, 2025, in Orlando, Florida.
    Staff: Kimberly Wynn, Village Clerk

Motion	Second	Vote

PUBLIC HEARINGS

15. ***(Second Reading)*** **Ordinance No. 2025-04 - Village Code Amendment - Chapter 34, Division 14 - Mobility Fees:** Motion to approve Ordinance No. 2025-04 to amend Chapter 34 of the Village Code of Ordinance to adopt the mobility fee schedule.
    Staff: Kimberly Glas-Castro, Assistant Village Manager

Motion	Second	Vote

ACTIONS AND REPORTS

VILLAGE MANAGER COMMENTS

VILLAGE COUNCIL COMMENTS

ADJOURNMENT

NEXT MEETING
THURSDAY, JULY 24, 2025, AT 6:30 P.M.
(IMMEDIATELY FOLLOWING THE BUDGET WORKSHOP MEETING AT 5:30 P.M.)

Village of Palm Springs

Title VI/Nondiscrimination Policy

I. Policy Statement:

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

II. Persons with Disabilities:

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

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

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

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

III. Complaint Procedures:

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

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

MINUTES
VILLAGE HALL - COUNCIL CHAMBERS
226 CYPRESS LANE ▪ PALM SPRINGS, FLORIDA
JUNE 12, 2025 AT 6:30 PM

CALL TO ORDER

Mayor Smith called the Village Council Regular Meeting to order at 6:31 p.m.

ROLL CALL

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

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, Utilities Director Jimmie Johnson, Assistant Utilities Director Paul Ward, and Public Works Director Felipe Lofaso.

INVOCATION

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

PLEDGE OF ALLEGIANCE

The Village Council led in the Pledge of Allegiance.

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

Village Manager Bornstein noted that the staff requested Item #2, Resolution No. 2025-33 - Lease Agreement with Charles J. Taylor Post 4360 VFW for the use of the Village Building as Clubhouse and Meeting Hall to be removed from the Agenda. There was a minor change to the resolution for Item #14 - Resolution No. 2025-35, Adoption of the Village of Palm Springs 2045 Mobility Plan and Village of Palm Springs Mobility Fee Technical Report. Resolution No. 2025-36 was added to Item #15. Lastly, the Business Impact Statement was updated for Item #16 - (First Reading) Ordinance No. 2025-04 - Village Code Amendment - Chapter 34, Division 14 - Mobility Fees.

Council Member Brinkman motioned for the approval of the amended agenda; and Vice Mayor Schmitz seconded. The said motion carried. 5-0.

CONSENT AGENDA

1. **Approval of May 8, 2025, Village Council Meeting Minutes: Motion for the approval of May 8, 2025, Village Council Regular Meeting Minutes.**

Staff: Kimberly Wynn, Village Clerk

Resolution No. 2025-33 - Lease Agreement with Charles J. Taylor Post 4360 VFW For Use of Village Building as Clubhouse and Meeting Hall: Motion for the approval of Resolution No. 2025-33 to enter the new Lease Agreement with Charles J. Taylor Post 4360 VFW for use of the Village Building at 222 Cypress Lane as a Clubhouse and Meeting Hall. ***(STAFF REQUESTED THIS ITEM REMOVED)***

Staff: Kimberly Glas-Castro, Assistant Village Manager

SUMMARY: Charles J. Taylor VFW Post 4360 has leased the Village-owned building located at 222 Cypress Lane, within the Municipal Complex, has been since 1964 as its clubhouse and meeting hall. The most recent Lease Agreement expired on July 23, 2024, and VFW Post 4360 desires to enter into a new lease to continue utilizing the building.

The proposed Lease Agreement provides for a five (5) year initial term commencing on approval of the new lease by the Village Council with one (1) five (5) year option to renew. A nominal rent charge of $1.00 per year is proposed. As part of the new lease, VFW Post 4360 agrees to maintain the required insurance, indemnify the Village, maintain the building and premises, and adhere to rules including, but not limited to, not utilizing the Lake Worth Drainage District easement for parking and/or access to the premises.

Fiscal Impact: If approved, VFW Post 4360 would pay rent of $1.00 per year for the full ten (10) year term (if the five-year renewal option is exercised).

2. **Amendment No. 10 to the Tyler Technologies Agreement: Motion to approve Amendment No.10 to the Tyler Technologies Agreement for $57,140 for implementation and $10,506 for annual recurring costs to include a Risk Management module for Human Resources and Enterprise Asset Management for the Utilities Department.**

   Staff: Ashley Saingilus, Human Resources Director

   SUMMARY: The Village has used Tyler Technologies for its MUNIS applications since 1992. In July 2023, the Village extended the agreement for three more years.

   The Human Resources Department requests approval to amend the current Tyler Technologies MUNIS application agreement to include the Risk Management module. This module will enable the risk management division to streamline critical processes and enhance productivity.

   The Utilities Department requests approval to amend the current Tyler Technologies MUNIS application agreement to include the Enterprise Asset Management module. This module will enable the department to track the cost of maintaining assets and provide data to make better financial decisions

regarding asset replacement.

The integration of these tools aligns with our ongoing efforts to improve operational efficiency and risk oversight across departments. It also aligns with the Village's Strategic Plan-Embracing Technological Innovation.

Fiscal Impact: The Risk Management module has a one-time cost for implementation of $6,300 and an annual recurring cost of $1,703. The amount was budgeted and approved in the Human Resources Department's "Other Contractual Services" line for FY 2025.

The Enterprise Asset Management module has a one-time cost for implementation of $50,840 and an annual recurring cost of $8,803. The amount was not included in the FY 2025 Utilities Department budget. An internal budget transfer to support this proposed cost may be completed within the "other contractual services" account at a later date.

3. **Resolution No. 2025-37 - Budget Transfer from Council Contingency FY 2025: Motion to approve Resolution No. 2025-37 for a budget transfer of $278,985 from the Council Contingency to Information Technology and Parks and Recreation Accounts.**
Staff: Mara Frederiksen, Finance Director

SUMMARY: The Finance Department requests the Village Council consider a $278,985.00 General Fund Budget Transfer from the Council Contingency. If approved, the proposed budget transfer would amend the following department budgets based on actual and estimated cost projections for the fiscal year.

- Parks and Recreation - $205,985 to cover the design phase of the Village Commons Park Capital Project
- Information Technology - $73,000 to upgrade several Village desktops that do not support Windows 10, which will become obsolete in October 2025

After the transfer, the Council Contingency will have a remaining

balance of $142,015.00. FISCAL IMPACT:
This transfer will result in a net decrease of $278,985 to the Village Council budget, with corresponding increases to the following department budgets:

- Parks and Recreation $205,985
- Information Technology $73,000

4. **Approval of a Master Agreement with VC3: Motion for approval to renew a *retroactive* Master Agreement with VC3 for an annual amount of $109,806.96 for IT services. Funds to support the proposed Agreement are proposed within the FY 2025 Budget - General Fund.**
Staff: Mara Frederiksen, Finance Director

SUMMARY: On September 27, 2018, the Finance/IT Department partnered with VC3 to enhance the Village's data protection and disaster recovery systems, including 24/7 cybersecurity and cloud- based email via Office 365.

The agreement expired in September 2024. If approved, it would retroactively go into effect from October 2024-September 2027. The Village would accept VC3's terms, conditions and pricing as provided within the proposed Master Services Agreement and Work Order. The term of the proposed contract would be renewed for three (3) additional years for $9,150.58 per month ($109,806.96 annually), from the date of approval by the Council.

The Village's Purchasing Code, Section 58-2.- Exempt purchases, provides that the following goods and/or services are approved as exempt purchases when they are included in the adopted annual budget. Exempt purchases are exempt from the competitive selection purchase requirements set forth in this purchasing code: (21) Proprietary software applications and/or the related maintenance or service agreements.

The proposed agreement was prepared by VC3 and reviewed by the Village Attorney, the Finance Director, the Florida League of Cities (FLC) and the Florida Local Government Information Systems Association (FLGISA).

Fiscal Impact: Funds to support the proposed Agreement are proposed within the FY 2025 Budget - General Fund. The Village will not expend more than the amount within the approved budgets as they may be adopted/amended each year for these goods and services over the term of this contract.

5. **Approval of a Purchase Order with Ranger Construction for Milling and Paving Work: Motion to approve entering into Work Order #01 with Ranger Construction Industries utilizing the Palm Beach County Engineering and Public Works Agreement No. 2024050 - Milling and Resurfacing Continuing Services Construction. Funding is available from Account Number 01441-55300.**
Staff: Felipe Lofaso, Public Works Director

SUMMARY: The Public Works Department maintains and upkeeps all Village public property and rights-of-way. Each year, road resurfacing is carried out as part of this ongoing maintenance responsibility to ensure the pavement remains safe and in good condition. Following the analysis of our recent pavement condition study, staff identified those roadway segments that will require milling and resurfacing.

Among the roadway segments scheduled for milling and resurfacing are Davis Road from 10th Avenue North to Canal Road, Barbados Drive, Tortuga Road, Jamaica Road, Morgan's Way, Andros Road, and Sago Park (70-43-44-19-06-003-0010). The Village is utilizing the Palm Beach County Annual Milling and Resurfacing Contract (Project No. 2024050) as approved for piggyback by Council in FY 2025 with Ranger Construction Industries. The total cost of the work is $220,138.00 and will issue Work Order #01.

Fiscal Impact: The Purchase Order with Ranger Construction Industries is being funded through account #01441- 55300 in an amount not to exceed $220,138.00.

6. **Approval of the FDOT State Highway Lighting, Maintenance, and Compensation Agreement: Motion for the approval of a State Highway Lighting, Maintenance, and Compensation Agreement related to all FDOT-owned lighting fixtures, as well as electricity charges from Florida Power & Light (FPL) and Lake Worth Beach Utilities, will compensate the Village $136,701.12 for the first year in addition to a 3% annual increase for the next seven years for lighting owned by both entities within the FDOT right-of-way.**
Staff: Felipe Lofaso, Public Works Director

SUMMARY: The agreement between the Florida Department of Transportation (FDOT) and the Village of Palm Springs pertains to the lighting, maintenance, and compensation related to all FDOT- owned lighting fixtures, as well as electricity charges from Florida Power & Light (FPL) and Lake Worth Beach Utilities for lighting owned by those entities within the FDOT right-of-way.

The Village is responsible for maintaining FDOT-owned utility poles and fixtures that are not under the jurisdiction of FPL or Lake Worth Beach Utilities within the FDOT right-of-way. This agreement formalizes those terms and conditions.

The Village and FDOT have been under contract for these lighting fixtures for many years, and this agreement effectively renews those terms and conditions. FDOT will compensate the Village $136,701.12 for the first year in addition to a 3% annual increase for the next seven years.

Fiscal Impact: The FDOT State Highway Lighting, Maintenance, and Compensation Agreement will compensate the Village $136,701.12 for the maintenance of FDOT owned utility pole maintenance and electricity charges for FPL and Lake Worth Beach Electric for street lighting on FDOT owned right of way.

7. **Approve Work Authorization #1- CH-U03 - Vacuum Station No. 2 Rehabilitation - Task Order No. 379 - Utilities Department – CHA Consulting, Inc.: Motion to approve Work Authorization #1- CH-U03 (Task Order No. 379) with CHA Consulting at a cost not to exceed $177,833.42 to support all required professional engineering services and related tasks associated with Vacuum Station No. 2 Rehabilitation. Funding is available from Account # 41336-56300.**
Staff: Jimmy Johnson, Utilities Director

SUMMARY: The Utilities Department is requesting the Village Council to approve Work Authorization #1 – CH-U03 at a cost not to exceed $177,833.42 to support all required professional engineering services and related tasks associated with Vacuum Station No. 2 Rehabilitation (Task Order No. 379) by CHA Consulting, 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.

Due to the age of the vacuum station, the current vacuum pumps and main control panel are near their end of life and are in need of upgrades in order to meet current standards and system demands. This project will incorporate building modifications to support vacuum pump upgrades to improve the hydraulic capacity of the vacuum station and all necessary electrical upgrades to support a new control panel.

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

Fiscal Impact: The Work Authorization with CHA Consulting, Inc., for the Vacuum Station No. 2 Rehabilitation (Task Order No. 379) will be funded from account No. 41336-56300 at a cost not to exceed $177,833.42. The FY2025 approved budget for this project is $450,000.

8. **Approve Change Order #1 – Final Reconciliation-Well No. 9 Reconstruction (Task Order No. 262) – Florida Design Drilling, LLC: Motion for the approval of Change Order #1-Final Reconciliation (Task Order No. 262) with Florida Design Drilling, LLC, extending the contract time by 25 days plus reduce the contract price $98,237.73 to a final project price of $1,243,037.27. Funding is available for this project.**
Staff: Jimmy Johnson, Utilities Director

SUMMARY: The Utilities Department requests a final reconciliation and change order with Florida Design Drilling, LLC, to reflect a contract price reduction due to unused quantities from the original bid and removing the

electrical tie-in to the FPL service drop. The delay in completion is due to modifications encountered during the drilling process, additional well development efforts, and changes to the electrical layout.

Proposed Adjustments:

- Contract price: Decrease from $1,341,275.00 to $1,243,037.27 (7% reduction of $98,237.73)
- Contract time: Extended by 25 days, adjusting the completion date from May 26, 2025, to June 20, 2025

Fiscal Impact: Contract price: Decrease from $1,341,275.00 to $1,243,037.27 (7% reduction from $98,237.73)

9. **Approve Work Authorization #1 WG-U02 - PBC Roadway Improvements from Cresthaven Boulevard to Jog Road - Utility Relocation - WGI: Motion for the approval of Work Authorization #1 WG-U02 with Wantman Group Inc. (WGI) in the amount not to exceed $71,750.00 to support all required professional engineering services and related tasks associated with Cresthaven Boulevard Improvements from Military Trail to Jog Road(Task Order No. 385). Funding is available from the Water and Sewer Enterprise Fund at a cost not to exceed $71,750.00.**
Staff: Jimmy Johnson, Utilities Director

SUMMARY: Palm Beach County is undergoing a roadway project consisting of widening the roadway and adding storm drainage piping and structures on Cresthaven Boulevard from Military Trail to Jog Road. The Village has utilities within the PBC R-O-W that are in conflict with the roadway design. As a result, the Village is required to relocate the utilities in conflict.

The Village Council is requested to approve Work Authorization #1- WG-U02 at a cost not to exceed $71,750.00 to support all required professional engineering services and related tasks associated with Cresthaven Boulevard Improvements from Military Trail to Jog Road (Task Order No. 385) by Wantman Group 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 Wantman Group Inc. for the Cresthaven Boulevard Improvements from Military Trail to Jog Road (Task Order No. 385) will be funded from account No. 41336-56300 at a cost not to exceed $71,750.00. Funding for this project was not included in the FY 2025 Water and

Sewer Enterprise fund, and therefore an internal budget transfer to support this proposed cost may be completed at a later date.

End of Consent Agenda....

Mayor Pro Tem Ready made a motion to approve the Consent Agenda; and Vice Mayor Schmitz seconded. The said motion carried 5-0.

PRESENTATIONS

10. **Legislative Updates from Representative Debra Tendrich**

Staff: Kimberly Wynn, Village Clerk

House Representative Debra Tendrich was present to give updates. She was elected in November 2024 to District 89. She announced they were still in session finalizing the budget. She is on several committees, including the Joint Administrative Procedures Committee, Select Committee on Property Taxes, State Affairs Committee (Natural Resources & Disasters Subcommittee, Information Technology Budget & Policy Subcommittee), Health Care Budget Subcommittee, and Student Academic Success Subcommittee.

She passed her first (legislative) bill to have the State of Florida recognize Holocaust Remembrance Day on January 27th. This is important now because of the Anti-Semitic acts which increased significantly by 277% in Palm Beach County. The Affordable Housing Bill has almost passed and will be presented again in a future session. Affordable housing units that are receiving tax incentives have clauses in the leases that increase the cost of affordable housing rents in the middle of the lease, which are uncontrolled numbers. They would like to have one where an increase can only take place, like a standard lease-at the time of renewal. She is working with cities to implement language that prevents developers from this practice. Representative Tendrich discussed some of the budget approvals, like the 2nd Avenue Flooding project. The House approved the request, but it must get past the Senate. She explained the process for getting budgeting through the House and Senate. Representative Tendrich discussed approval to allow veterans to travel on public transportation at no cost "Patriot Pass", if it is not vetoed by Governor DeSantis. They are also looking at summer camp scholarships for children which will help families when they are out of school. There is significant progress with the Condo bills. One is a matching grant program to allow residents to apply for a matching line of credit for improvements. The second bill helps with better transparency with condo rules, maintenance, prevention and financial. They are working on giving more power to the local school districts to decide when high schools start instead of having it decided at the state level. They were able to protect state parks by not allowing the building of pickleball courts.

Representative Tendrich discussed some of the less favorable bills, like the Ballot Initiative. This makes it difficult for citizens to make a petition for a

ballot initiative because restrictions are unobtainable. She discussed how the bill could criminalize civic engagement. She discussed the CRA Bill. She discussed the protection of CRAs. She sat on the subcommittee for the Health Committee. She advised that they read out to the FDOT about the increase in accidents. In the meantime, they request any reports that have taken place since the guardrails were installed. She gave out a brochure to the residents.

Representative Tendrich announced that a Virtual Town Hall Meeting would take place at Village Hall in the Council Chambers on June 24, 2025. The public is encouraged to attend.

Mayor Pro Tem Ready mentioned that the CRA (a/k/a Florida Redevelopment Agency [FRA]) Conference would take place in Palm Beach County this year.

Village manager Bornstein noted the great responsiveness of Representative Tendrich. She introduced her Legislative Aide Joey Hyppolite, plus Audrey Piedra, and several interns that are teenagers that they are trying to develop into future leaders are resources.

PUBLIC COMMENT

Battalion Fire Chief Martinez gave an update on the Village. He noted there were 100 residents signed up for the free smoke detector program. Fire Rescue will be on standby for the Fourth of July event. Palm Springs continues to have above-average turnaround times for emergencies. He thanked Public Works Director, Felipe Lofaso, for his professionalism with projects around the Village.

Mayor Smith introduced the new Police Captain, Rogelio Torres. Captain Torres expressed his gratitude for being a part of the team and committed himself to being the best.

REGULAR AGENDA

11. **Resolution No. 2025-34- Authorization to Complete work utilizing Innovate-AV to upgrade ports in the Council Chambers: Motion for the approval of Resolution No. 2025-34 to authorize the completion of work utilizing Innovate-AV as a Best Interest to upgrade the audio-visual ports in the Council Chambers for an amount not to exceed $42,943.09. Funding is available from FY 2025 Budget - General Fund as adopted/amended.**

    Staff: Mara Frederiksen, Finance Director

    SUMMARY: The Village has a need to upgrade the AV ports and visual components of the Council AV system. The Village completed work on the Council Chambers in July 2023 and September 2024 to upgrade areas of the audio for the Council Chambers. However, additional upgrades are necessary

to integrate the new system effectively. While the vendor is part of a cooperative purchasing group, we are awaiting confirmation of our eligibility to participate. To avoid delays in enhancing the chambers and based on the vendor's proven experience and successful installations to date, proceeding with this vendor is recommended as the most advantageous course of action. Further, the AV system in the Chambers is all one function. The Village IT staff have stated that bringing in another vendor to complete the work would lead to future support issues regarding the maintenance of this system. While we are presently completing the visual upgrades, the previous upgrades were for sound and the system is an integrated system. The ports in the chambers continue to fail and are no longer made for replacements. Having this done is of the essence before the system fails completely. The Information Technology Department has received a quote from Innovate-AV in the amount of $42,943.09 to complete council upgrades to the audio- visual ports.

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 purchasing 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 Innovate-AV a purchase order with our terms and conditions. The total cost to upgrade the AV system within the Village is $42,943.09. 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.

Ms. Frederiksen presented this item. She explained that the Village needed to upgrade the AV ports and visual components of the Council AV system. After completing audio upgrades in July

2023 and September 2024, additional improvements were necessary for effective system integration. While waiting for confirmation of cooperative purchasing eligibility, it is recommended to proceed with Innovate-AV due to their proven expertise and successful installations.

She explained that the current AV system is integrated, and using another vendor could lead to maintenance issues. The existing ports are failing and are no longer available for replacement, making timely upgrades essential. Innovate-AV has provided a quote of $42,943.09 for the AV upgrades. According to the Village's Purchasing Code, the Council can bypass competitive selection if a four-fifths (4/5) vote determines it's in the Village's best interest. If approved, a purchase order will be issued to Innovate-AV, with the project funded within the FY 2025 Budget - General Fund. The Village will not exceed the approved budget for these services.

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

Village Attorney Goddeau read the title of the caption to the record.

Mayor Pro Tem Ready made a motion to approve Resolution No. 2025-34, and Vice Mayor Schmitz seconded the motion. The said motion carried 5-0.

Fiscal Impact: Budgeted item cost $42,943.09

PUBLIC HEARINGS

12. ***(Second Reading)*** **Ordinance No. 2025-02 - Comprehensive Plan Amendment - Mobility Plan: Motion for the approval of Ordinance No. 2025-02 to amend the Comprehensive Plan of the Village of Palm Springs to modify the Transportation and Mobility Element to adopt a Mobility Plan by reference and to add new goals, objectives and policies that are consistent with the adopted Mobility Plan and with Florida Statutes in order to establish an alternative transportation system.**
Staff: Kimberly Glas-Castro, Assistant Village Manager

SUMMARY: During the 2024 legislative session, House Bill 479 was passed, requiring interested cities to adopt a Mobility Plan and Fee Schedule, as well as an Interlocal Agreement with the County, by October 1, 2025. This is significant to us because it enables the Village to collect a single mobility fee that will fund various transportation improvements such as roads, multi-modal facilities, transit operations, and more within the Village limits. Additionally, it will eliminate the collection of road impact fees that do not necessarily benefit the Village.

At the Village Council meeting on July 25, 2024, a Professional Services

Agreement was awarded to Nue Urban Concepts to prepare the Mobility Plan and Fee Schedule.

A Joint Village Council/P&Z Board/CRA workshop was held on January 9, 2025, to review the draft Mobility Plan, including the data and proposed maps.

Florida Statute § 163.3180{S)(i), encourages local governments to develop tools and techniques, including the adoption of long-term strategies to facilitate development patterns that support multimodal solutions, adoption of area-wide service standards that are not dependent on any single road segment function, and establishing multimodal service standards that rely primarily on non- vehicular modes of transportation where existing or planned community design will provide an adequate level of personal mobility. The Comprehensive Plan amendments are proposed to add goals, objectives and policies pursuant to the Palm Springs Mobility Plan and to establish a framework for the potential adoption of a Mobility Fee to serve as a revenue source for future mobility improvements.

The P&Z Board considered the draft ordinance on February 11, 2025, and recommended approval.

The proposed amendments were transmitted through the Intergovernmental Plan Amendment Review Committee (IPARC), and Palm Beach County issued a notice of intention to object. County Staff met on February 21, 2025, to discuss their concerns. An IPARC Fact-Finding Panel convened on April 8, 2025, and suggested that a conflict resolution forum, such as mediation, be utilized to try to resolve the conflict between Village and County policies. Mr. Khurshid Mohyuddin, Principal Planner with Palm Beach County, submitted the County's formal objection into the record at the March 13, 2025, transmittal hearing. This letter was included in the Transmittal Package to the State and Regional review agencies. An IPARC Fact-Finding Panel convened on April 8, 2025, and suggested that a conflict resolution forum, such as mediation, be utilized to try to resolve the conflict between Village and County policies.

Florida Commerce reviewed the draft documents for compliance with State Statutes and had no comments. Treasure Coast Regional Planning Council commented on the forthcoming collaborative effort on the Countywide Transportation Master Plan Florida Department of Environmental Protection did not comment on the proposed comprehensive plans amendments, but noted that it could not determine that the Village had conducted a feasibility analysis of providing sanitary sewer services to those properties within its service area currently served by septic tanks. The Village will provide documentation on the Kimley-Horn septic-to-sewer assessment (August, 2022) and ongoing capital program, and will propose a new policy for the Infrastructure Element.

The proposed ordinance was approved at the First Reading at the March 13, 2025, meeting, and is being presented for the Second and Final Reading.

The Village Clerk, Ms. Wynn read the statement of the advertisement on the record. Assistant Village Manager Mrs. Glas-Castro introduced the consultant, Mr. Johnathan Paul, AICP, Mobility Planner with Urban Concepts, and Uyen Dang, PE, Transportation Engineer, who presented this Ordinance No. 2025-02. His PowerPoint was entered into the record. Mr. Paul explained the need and purpose of the Mobility Plan. It will assist in prioritizing projects for long-range plans, get the project funded, and create additional revenue that the Village can use to fund mobility projects. Nue Urban Concepts was contracted to develop the Mobility Plan, and a workshop was held on January 9, 2025, to review the draft.

He described what comprised of Complete Streets like sidewalks, bike lanes, roadways, crosswalks, furnishing zone and green spaces. Mr. Paul talked about the multiple community engagement attempts that were made. They attended five events, engaged with over 400 residents and visitors, and collected 111 surveys. Further, House Bill 479 requires cities to adopt a Mobility Plan and Fee Schedule by October 1, 2025, which allows the Village to collect a single mobility fee for transportation improvements and eliminate unnecessary road impact fees. Florida Statute § 163.3180 encourages multimodal solutions, leading to proposed amendments to the Mobility Fee in the Comprehensive Plan. The P&Z Board approved the draft ordinance on February 11, 2025, but Palm Beach County objected, leading to discussions on conflict resolution. Florida Commerce reviewed the draft with no comments, while other agencies provided feedback regarding septic services.

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

The Assistant Village Manager, Mrs. Glas-Castro entered a letter into record from Palm Beach County.

Village Attorney Goddeau read the title of the caption.

Mayor Pro Tem Ready made a motion to approve Ordinance No. 2025-02, and Council Member Waller seconded the motion. There was a roll call vote as follows: Vice Mayor Brinkman - Yes; Mayor Pro Tem Ready - Yes, Council Member Brinkman - Yes; Council Member Waller - Yes; and Mayor Smith - Yes. The motion carries 5-0.

Fiscal Impact: Adoption of a mobility fee would bring a new revenue source to the Village in the future.

13. **Resolution No. 2025-35 Adoption of the Village of Palm Springs 2045 Mobility Plan and Village of Palm Springs Mobility Fee Technical Report: Motion for the approval of Resolution No. 2025-35 to adopt the Village of Palm Springs 2045 Mobility Plan and the Village of Palm Springs Mobility Fee Technical Report.**
Staff: Kimberly Glas-Castro, Assistant Village Manager

SUMMARY: During the 2024 legislative session, House Bill 479 was passed, requiring interested cities to adopt a Mobility Plan and Fee Schedule, as well as an Interlocal Agreement with Palm Beach County, by October 1, 2025. This is significant because it enables the Village to collect a single mobility fee that will fund various transportation improvements such as roads, multi-modal facilities, transit operations, and more within the Village limits. Additionally, it will eliminate the collection of road impact fees that do not necessarily benefit the Village.

The proposed Village 2045 Mobility Plan outlines mobility projects which consist of improvements, programs, and services, to: (1) improve the Village's multimodal transportation system; (2) promote compact, mixed-use, and interconnected development; and (3) enhance mobility within the Village for residents, employees, businesses, students, and visitors. The proposed Mobility Plan will serve as a basis for a Mobility Fee.

The Village of Palm Springs Mobility Fee Technical Report, dated June 2025, documents projected development and the “need” for mobility projects to accommodate future travel demand. The Technical Report documents the future growth, the data, and the methodology used to develop a Mobility Fee to mitigate the impact of new development and the establishment of a benefit district within and surrounding the Village.

A joint workshop with the Village Council, Planning & Zoning Board, and Community Redevelopment Agency (CRA) was held on January 9, 2025, to review the draft Mobility Plan, including the data and proposed maps.

Note: Florida Statute § 163.3180(S)(i) encourages local governments to develop tools and techniques, including the adoption of long-term strategies to facilitate development patterns that support multimodal solutions, adoption of area-wide service standards that are not dependent on any single road segment function, and establishing multimodal service standards that rely primarily on non-vehicular modes of transportation where existing or planned community design will provide an adequate level of personal mobility.

Staff recommend adoption of the proposed Village of Palm Springs 2045 Mobility Plan and the Village of Palm Springs Mobility Fee Technical Report.

Mr. Paul continued with Resolution No. 2025-35. He stated that the Ordinance established a framework; the Resolution discussed how the fees would be collected. He went over the Mobility Technical Report and Fee Schedule. He explained the benefit district and mobility fee schedule. Mr. Paul discussed that in the 2024 legislative session, House Bill 479 was enacted, mandating cities to implement a Mobility Plan and Fee Schedule with Palm Beach County by October 1, 2025. This initiative enabled the Village to collect a single mobility fee for transportation improvements, replacing traditional road impact fees.

The draft Village 2045 Mobility Plan aims to enhance the multimodal transportation system, encourage compact development, and improve mobility for all residents. The Village of Palm Springs Mobility Fee Technical Report projects future development and mobility project needs. A joint workshop was conducted on January 9, 2025, to review the draft Mobility Plan. Florida Statute § 163.3180(S)(i) advocated for local governments to establish long-term multimodal strategies.

Mayor Smith offered the Council and public an opportunity to comment. Council Member Brinkman asked for clarification on properties that were assisted living facilities (4 or more beds) per 1000 square feet and if additional research could be conducted. She would for Mr. Paul to bring some case studies and examples back when Resolution No. 2025-35 is presented for the 2nd Reading. Mr. Paul stated the ordinance clarifies the exemptions, and who would pay impact fees. The next step is to adopt the technical report.

The Village Attorney, Mrs. Goddeau read the statement of the advertisement on the record.

Council Member Brinkman motioned for the approval of Resolution No. 2025-35, and Council Member Waller seconded. The said motion carried 5-0.

Fiscal Impact: The Mobility Plan outlines future capital projects (transportation and mobility projects) for the Village to undertake. The Mobility Plan establishes the basis for the proposed Mobility Fee, which is the subject of another agenda item.

14. **Resolution No. 2025-36 - Adoption of Safe Streets for All Vision Zero Action Plan:** Motion for the approval of Resolution No. 2025-36 to adopt the Vision Zero Action Plan (VZAP) that develops a comprehensive safety improvement framework for the Village before 2030.
Staff: Felipe Lofaso, Public Works Director

SUMMARY: The Village of Palm Springs received a grant in the amount of $250,000 in 2024 by the US Department of Transportation for the

development of a "Vision Zero Action Plan" (VZAP). The VZAP is a strategy to eliminate all traffic fatalities and serious injuries within the Village's roadway network by 2030. The Village entered into an agreement with Craven Thompson and Associates to develop the VZAP and comprehensive safety improvement framework for the Village. Staff have been working closely with the consultant, stakeholders and the public to finalize the plan and present it to council for final adoption. The adoption of the VZAP is the next step in the process of beginning to apply for additional funding for implementation and demonstration projects to construct safety improvements throughout the Village. The staff are seeking adoption of the Vision Zero Action Plan.

Ms. Uyen Dang discussed the adoption of the Vision Zero Action Plan (VZAP). The VZAP is a long-term plan that focuses on safety. She explained that the goal is not to eliminate crashes completely; instead, they would like to reduce the numbers. A majority of the crashes occurred on state highway roads. They have met with different state and county agencies to form a collective plan. She discussed the priority projects, which include identifying high-crash corridors and intersections, making nighttime and pedestrian-focused improvements. Ms. Dang discussed engineering strategies such as speed tables, curb extensions, and lighting upgrades. She also talked about the placement of Rectangular Rapid Flashing Beacons (RRFB). Ms. Dang talked about next steps and the project website created to assist with community engagement and social media.

She summarized that the VZAP focused on safer roads, speeds, road users, vehicles and after-crash care. She gave an overview of each initiative and provided information on available grants. The SS4A Demonstration Grant is seeking $464,000 through the VZAP and Demonstration Grant with a local match of $116,000. She discussed the next steps for grant submission, which were to finalize scope and locations for quick build pilot projects, get letters of support from stakeholders, and submit an SS4A application before the deadline.

Mayor Smith offered the Council an opportunity to speak on Resolution No. 2025-36.

Mayor Pro Tem Ready asked, since the intersection of Forest Hill and Military Trail is the most dangerous intersection in Palm Beach County, if anything was getting addressed. Ms. Dang explained that the area was being addressed. They asked that the County get engaged. She mentioned an upcoming traffic signalization project from the TPA. He also talked about questions and also the speeding on Purdy Lane and Kirk Road, and if something could be corrected. Brinkman asked about the 2nd avenue sidewalk gap. She would like to see a bicycle path located east of Congress Avenue, considered the County right-of-way. She would like to have it fixed.

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

Mayor Pro Tem Ready read the title of the caption onto record and Vice Mayor Schmitz seconded the motion. The said motion carried 5-0.

Fiscal Impact: The Vision Zero Action Plan adoption does not have a fiscal impact on the Village.

15. ***(First Reading)*** **Ordinance No. 2025-04- Village Code Amendment - Chapter 34, Division 14 - Mobility Fees: Motion to approve Ordinance No. 2025-04 to amend Chapter 34 of the Village Code of Ordinance to adopt a mobility fee schedule.**
Staff: Kimberly Glas-Castro, Assistant Village Manager

SUMMARY: During the 2024 legislative session, House Bill 479 was passed, requiring interested cities to adopt a Mobility Plan and Fee Schedule, as well as an Interlocal Agreement with the County, by October 1, 2025. This is significant in enabling the Village to collect a single mobility fee that will fund various transportation improvements such as roads, multi-modal facilities, transit operations, and more within the Village limits. Additionally, it will eliminate the collection of road impact fees that do not necessarily benefit the Village.

At the Village Council meeting on July 25, 2024, a Professional Services Agreement was awarded to Nue Urban Concepts to prepare the Mobility Plan and Fee Schedule. A joint Village Council/P&Z Board/CRA workshop was held on January 9, 2025, to review the draft Mobility Plan, including the data and proposed maps.

Florida Statute § 163.3180(S)(i) encourages local governments to develop tools and techniques, including the adoption of long-term strategies to facilitate development patterns that support multimodal solutions, adoption of area-wide service standards that are not dependent on any single road segment function, and establishing multimodal service standards that rely primarily on non- vehicular modes of transportation where existing or planned community design will provide an adequate level of personal mobility. The Mobility Fee is based on the Mobility Plan projects which consist of improvements, programs, and services, to: (1) improve the Village's multimodal transportation system; (2) promote compact, mixed-use, and interconnected development; and (3) enhance mobility within the Village for residents, employees, businesses, students, and visitors. The Mobility Fee is intended to be assessed on all new development.

Mobility Fees are not: (1) a reoccurring tax; (2) assessed to existing residential or nonresidential property; or (3) deposited into general revenue

funds of the City.

Mobility Fees are: (1) a streamlined one-time assessment on new development; (2) intended to offset the impact of new development; and (3) deposited into special revenue funds for Mobility Fees to be expended within a defined benefit district (in this case, the Village limits). Mobility Fees are legally and statutorily required to be spent on Mobility Projects that provide a mobility benefit to the new development that paid the Mobility Fee.

The Village of Palm Springs 2045 Mobility Plan and the Village of Palm Springs Mobility Fee Technical Report will be considered for adoption via Resolution No. 2025-35, as a separate agenda item.

The 2045 Mobility Plan's mobility projects and programs serve as the basis to develop the Village's mobility fee and provide a foundation for the Village to proactively prioritize projects to meet the growth, travel, and mobility needs of the community. The Technical Report documents the data and methodology used to develop a Village Mobility Fee to mitigate the impact of new development. The Village Mobility Fee meets legally established dual rational nexus requirements for "need" and "benefit" and is in rough proportionality to the impact of new development. The Village Mobility Fee has been developed consistently with the requirements of Sections 164.3164, 163.3180, 163.31801, Florida Statutes and Chapter 380, Florida Statutes.

The Village Mobility Fee is intended to fund an alternative transportation system consistent with Florida Statute Section 163.3180. The Village Mobility Fee will replace the Palm Beach County transportation concurrency system and will be the only transportation mitigation fee to be assessed on all new development within the Village limits.

The effective date of the proposed ordinance is October 8, 2025 (90 days after 2nd reading/adoption). Village staff will attempt to negotiate an interlocal agreement with Palm Beach County on pro rata sharing of the new mobility fee based on new development's impact on County roads prior to October 1st.

Mr. Jonathan Paul, Consultant with Nue Urban Concepts, presented Ordinance No. 2025-04 and entered it into the record. He stated that during the 2024 legislative session, House Bill 479 was passed, requiring cities to adopt a Mobility Plan and Fee Schedule by October 1, 2025. This would allow the Village to collect a single mobility fee to fund transportation improvements like roads and transit operations, while eliminating road impact fees that don't benefit the Village.

On July 25, 2024, the Village Council awarded a Professional Services

Agreement to Nue Urban Concepts for the Mobility Plan and Fee Schedule. There was a workshop on January 9, 2025, who reviewed the draft Mobility Plan and associated data.

The Mobility Fee aims to enhance the Village's multimodal transportation system and support compact development. It is a one-time assessment of new developments, not a recurring tax, and will be funded into special revenue for mobility projects. Existing properties will not be assessed.

The Village of Palm Springs' 2045 Mobility Plan and Fee Technical Report will be considered for adoption via Resolution No. 2025-35. The plan serves as a foundation for prioritizing mobility projects and meets established legal requirements.

The Mobility Fee will replace Palm Beach County's transportation concurrency system and be the only transportation fee assessed on new developments within the Village limits. Its effective date is October 8, 2025, and staff will seek to negotiate an interlocal agreement with Palm Beach County on sharing the mobility fee impact before the October deadline gave a presentation about Ordinance No. 2025-04 alternative system.

Mayor Smith offered the public and Council an opportunity to speak. There were no comments from the public. Council Member Brinkman asked if the fee for Assisted Living Facilities (ALF) and commercial drive-thru facilities could be re-evaluated. Mayor Pro Tem Ready requested clarification if this would impact Amazon and FedEx.

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

Council Member Waller motioned for the approval of Ordinance No. 2025-04 on First Reading, and Mayor Pro Tem Ready seconded the motion. The said motion carried 5-0.

Fiscal Impact: The approval of the proposed ordinance increases Village revenue by imposing a Mobility Fee. The County road impact fee will no longer be collected within the Village limits.

16. **Approval of Demonstration Grant Application through the USDOT for the Safe Streets: Motion for the approval to submit the Demonstration Grant Application through the United States Department of Transportation (USDOT) in the amount of $464,000, with a local match of $116,000, for a total project cost of $580,000 for the Safe Streets.**
Staff: Felipe Lofaso, Public Works Director

SUMMARY: As part of the Safe Streets for All (SS4A) initiative, the Village received a grant in FY 2025 to develop a Vision Zero Action Plan (VZAP). The staff worked diligently with the consultant, the public, and other governmental agencies to finalize the plan and develop real-world strategies and projects. The plan will be adopted by the Council on June 12, 2025.

The staff will present a companion item for approval of the VZAP if it is adopted and approved. Through the USDOT's SS4A program, the Demonstration Grant program will provide funding for consultant services, community outreach, workshops, "quick-build" construction roadway safety materials, and labor to install these items. There is a total request for $580,000, of which 80% ($464,000) is being funded by the USDOT and 20% ($116,000) by the Village itself through its CIP budget allocations and in-kind labor.

Mrs. Dang explained that the Village received a grant in FY 2025 under the Safe Streets for All (SS4A) initiative to develop a Vision Zero Action Plan (VZAP). The plan will be adopted by the Council on June 12, 2025, following collaboration among staff, a consultant, the public, and other governmental agencies. A companion item for VZAP approval will also be presented. Funding for the project totals $580,000, with 80% ($464,000) from the USDOT's Demonstration Grant program and 20% ($116,000) from the Village's CIP budget and in-kind labor, gave a brief overview of Ordinance No. 2025-03. She explained the next steps and put the presentation into the record.

Mayor Smith offered the public and Council an opportunity to comment. There

were none. The Village Attorney, Mrs. Goddeau read the title of the caption to

the record.

Vice Mayor Schmitz made a motion to approve the Demonstration Grant, and Council Member Brinkman seconded the motion. The said motion carried 5-0.

Fiscal Impact: The item is for the approval of the application for the Demonstration Grant. If the application is approved and selected, staff is submitting for a total grant of $580,000, $116,000 being provided by the Village and $464,000 being provided by USDOT.

17. ***(Second 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 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 proposed ordinance was approved by the Village Council on May 8, 2025, and is being presented for consideration in the second (2nd) and final reading.

Ms. Bonnie Landry, Consultant with Landry & Associates, gave a brief overview of Ordinance No. 2025-03. She explained the next steps and put the presentation into the record.

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

Mayor Pro Tem Ready made a motion to approve Resolution No. 2025-03 and Council Member Waller seconded the motion. The said motion carried 5-0.

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.

18. ***(Quasi-Judicial Hearing)*** **Resolution No. 2025-38 - Site Development Plan Amendment (SPR25-05) and Special Exception Use (PSSE25-03) - Iglesia Cristo Misionera de WPB Inc. - 4340 Diamond Road: Motion to recommend approval of an application submitted by Mr. Juan Gonzalez, agent for the owner, Iglesia Cristo Misionera de WPB Inc "Applicant," seeks approval from the Village Council for a Site Development Plan Amendment (SPR25-05) and concurrently requests a Special Exception Use (PSSE25-03) to allow the use of the property as a place of worship with a maximum of 140 seats located at 4340 Diamond Road.**
Staff: Iramis Cabrera, PZB Director

SUMMARY: Mr. Juan Gonzalez, agent for the owner, Iglesia Cristo Misionera de WPB Inc. ("Applicant"), is requesting a Site Development Plan Amendment (SPR25-05) and Special Exception Use (PSSE25-03) approval to allow the use of the property as a place of worship with a maximum of 140 seats.

Note: The property was annexed into the Village in 2014 as a developed parcel with a residential single-family structure. Before the annexation, Palm Beach County approved a site plan and special exceptions to allow the use of the property as a place of worship, but this was never implemented.

The 2.07-acre property is being developed with a residential structure (1,402 square feet) and a 787-square-foot garage, which is proposed to be converted into an administrative office. The applicant is proposing to construct a 3,144-square-foot sanctuary building to be attached to the existing garage that is proposed to be converted into an administrative office for a total of 3,931 square feet. The residential structure located on the north side will remain on the property as part of the church's campus.

A site plan amendment is requested to bring the property up to code, to the extent possible, to be consistent with the proposed use. The proposed site plan provides enhancement to the landscaped buffers, a new parking lot, a newly paved driveway, drainage improvement, pedestrian connections, and interior/exterior renovations to the building.

The Planning and Zoning Board considered this application at their May 13, 2025 meeting and recommended approval.

Staff supports the applicant's request and recommends conditional approval of the Special Exception Use and Site Plan Amendment based on general consistency with the Land Development and Zoning Regulations and the objectives and policies of the Village's Comprehensive Plan.

Ms. Cabrera presented Resolution No. 2025-38. She explained that Mr. Juan Gonzalez, was representing the owner, Iglesia Cristo Misionera de WPB Inc. (“Applicant”). They are seeking approval for a Site Development Plan Amendment (SPR25-05) and Special Exception Use (PSSE25-03) to utilize the property as a worship space with a capacity of up to 140 seats. She noted that the property was annexed into the Village in 2014 and came with a developed parcel that contained a residential single-family home. Prior to the annexation, Palm Beach County had granted approval for a site plan and special exceptions permitting the property to function as a place of worship, although this was never put into practice.

Ms. Cabrera stated that the 2.07-acre property currently includes a residential structure (1,402 square feet) and a 787-square-foot garage, which is planned to be transformed into an administrative office. The applicant intends to build a 3,144-square-foot sanctuary that will be connected to the existing garage, which is proposed to be used as an administrative office, leading to a total of 3,931 square feet. The residential building on the northern side will remain on the premises as part of the church’s campus.

Ms. Cabrera discussed site plan amendment is being sought to ensure the property is as compliant as possible with the proposed usage. The suggested site plan includes improvements to the landscaped buffers, the addition of a new parking area, a newly surfaced driveway, enhancements to the drainage system, pedestrian pathways, and renovations to both the interior and exterior of the building. She mentioned that the Planning and Zoning Board reviewed this application during their meeting on May 13, 2025, and recommended that it be approved.

The staff are in favor of the applicant's proposal and recommend conditional approval of the Special Exception Use and Site Plan Amendment based on its overall alignment with the Land Development and Zoning Regulations and the goals and policies outlined in the Village's Comprehensive Plan.

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

The Council inquired about the hours of worship for Sunday services. They also wanted to know the expected number of worshipers, and security at the location. Mr. Gonzalez stated there is a concrete wall to act as a barrier and security for the location. Council Member Brinkman asked if a sidewalk could be added, and if anyone would reside in the residential area.

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

Mayor Pro Tem Ready made a motion to approve Resolution No. 2025-38, and Council Member Brinkman seconded the motion. The said motion carried 5-0.

Fiscal Impact: The proposed request does not have any immediate fiscal impact on the Village since the church is tax-exempt; however, the proposed renovations may have a positive effect on the neighboring properties.

19. **Resolution No. 2025-39 - Stormwater Non Ad-Valorem Assessment Rates - FY 2025: Motion for the approval of Resolution No. 2025-39, setting the preliminary Non Ad-Valorem assessment rates for Fiscal Year 2025-2026 for stormwater management assessments for each parcel within the area benefited, other than the non-assessed property.**
Staff: Kimberly Wynn, Village Clerk

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

The proposed rates for FY 25-26 will be the same as last year:

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

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

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

Mr. Lofaso spoke on Resolution No. 2025-39. He explained there was $2 million dollars in stormwater projects. The Village is on the lower end with its utility rates; however, we are keeping the same rates we currently have. Public Works is also applying for multiple grants for funding. There was a discussion about the effects of current projects.

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

Vice Mayor Schmitz made a motion to approve Resolution No. 2025-39, and Council Member Waller seconded the motion. The said motion carried 5-0.

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

20. **Resolution No. 2025-40 - Preliminary Garbage Non Ad-Valorem Assessment Rates - FY 2025: Motion for the approval of Resolution No. 2025-40; adopting the preliminary non-ad valorem assessment roll for Fiscal Year 2025-2026 to provide a uniform method for collecting the non-ad valorem assessment for garbage, trash and recyclables collection services and related services on the Palm Beach County Tax Notices.**
Staff: Kimberly Wynn, Village Clerk

SUMMARY: The Village Council is asked to approve Resolution No. 2025-40, which sets the initial Non-Ad-Valorem assessment rates for the Fiscal Year 2025-2026. These rates will create a consistent way to collect payment for garbage, trash, and recycling services in the Village indicated in the Palm Beach County Tax Notices.

The proposed rates for Fiscal Year 2025-2026 will be as follows:

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

The Council established a uniform method for collecting garbage, trash, and recyclables in Palm Beach County Tax Notices with Resolution No. 2008-17 in February 2008. This included all parcels within the Village of Palm Springs and those annexed later.

Each year, the Council adopts a resolution to set the upcoming fiscal year's rates. The proposed resolution will establish the Non-Ad Valorem rates for garbage collection based on current collection and disposal costs.

Fiscal Impact: The projected total annual revenue that the Village would assess is expected to be approximately $1,605,250 (which is at a 96% collection rate).

Mr. Lofaso presented this item. He explained there would not be a rate increase this year; however, there was a possibility we would have one in the near future.

Mayor Smith offered the public an opportunity to speak on Resolution No. 2025-40. There were no comments from the public.

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

Mayor Pro Tem Ready motioned for the approval of Resolution No. 2025-40, and Council Member Brinkman seconded the motion. The said motion carried 5-0.

21. **Resolution No. 2025-41 - Approval of a Sign Variance for Municipal Complex Entrance Sign - LED Message Board Monument Sign at the Davis Road and Village Hall Entrance: Motion for the approval of Resolution No. 2025-41 to approve an application submitted by Mr. Felipe Lofaso, Public Works Director for the Village of Palm Springs for three (3) Sign Variances (PSV25-07, PSV25-08, and PSV25-09), to replace the**

existing electronic monument sign with another freestanding monument sign with LED messaging board for public announcements to be located at the Village Municipal Complex entrance at 226 Cypress Lane.
Staff: Felipe Lofaso, Public Works Director

SUMMARY: The Village is updating the message board monument signs throughout the gateways and main public facilities. As part of this update, the Village issued a Request for Qualifications (RFQ) to select qualified sign manufacturers for the design, engineering, construction, and installation of LED monument signs. After a selection process, the staff chose KENCO Signs as the vendor to work with designing and installing these signs.

The first sign for Fiscal Year 2025 is scheduled to be installed at the entrance of Village Hall on Davis Road, where the current monument sign is located. The existing LED sign received approval for three variances on July 23, 2015, under Resolution No. 2015-76. These three variances will remain in effect and apply to the proposed new sign.

Note: The existing monument sign will be removed, and the new LED monument message board sign will be installed.

To allow for the new proposed sign, the Village requests three additional variances to permit deviations from its established standards:

Code Section	Approved	Request
Section 1-2	**PSV 15-16** – to allow a monument sign with a base narrower than the height of the sign	No changes
Section 34- 63(f)(2)	**PSV 15-17** – to allow the changeable copy area for public use signs to exceed 50% of the sign area – 100% approved	100% No changes
Section 34- 27(b)(1)	**PSV 15-18** – to allow placement of the monument sign immediately adjacent to the right-of-way	0' setback No changes

	– 0’ setback	
Section 34- 67(g)	N/A The existing sign is 7’3” in height.	**PSV 25-07** – to allow a 10’ high monument sign, where the code limits to a maximum of 8’ in height
Section 34- 67(i)	N/A	**PSV 25-08** – to allow multiple colors and varying messages, where code limits changeable signs to monochromatic and a single message
Section 34- 67(l)	N/A	**PSV 25-09** – to allow graphics and logos where code permits only text and numbers

The staff is seeking approval for this variance application to proceed with the installation of the sign at this location. The attached application outlines the requested variances along with justifications for their approval.

Fiscal Impact: The proposed variance is requested to minimize costs and maximize sign visibility. The construction of the sign by KENCO has already been approved and funded in FY25.

Mr. Lofaso and Ms. Cabrera presented Resolution No. 2025-41. They stated that the Village is updating its message board monument signs and has selected KENCO Signs as the vendor for design, engineering, construction, and installation of LED signs.

The first sign will be installed at Village Hall on Davis Road, replacing the existing monument sign, which had received three variances on July 23, 2015, that will also apply to the new sign. The staff seeks approval for this variance application before installing the sign at this location. The attached application outlines the requested variances along with justifications for their approval.

Mayor Smith opened the meeting to public comment and Council discussion. There were no comments from the public. Mayor Pro Tem Ready asked if all the signs would display the same message simultaneously. Mr. Lofaso explained that the signs would display the same message, or they can make

changes to each sign. Staff have the ability to work on the signs remotely.

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

Vice Mayor Schmitz motioned for the approval of Resolution No. 2025-41, and Council Member Brinkman made a second. The said motion carried 5-0.

ACTIONS AND REPORTS

There were no Actions and Reports.

VILLAGE MANAGER COMMENTS

There were no comments from the Village Manager.

VILLAGE COUNCIL COMMENTS

The council members discussed the events they attended. They wished everyone Happy Father's Day. The residents and Council are very pleased with the improvements made around the Village.

ADJOURNMENT

Hearing no further business, Mayor Smith adjourned the meeting at 8:27 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 **June 12, 2025**. Which minutes were formally approved and adopted by the Village Council on **July 10, 2025.**

Regards,

Kimberly M. Wynn
Village Clerk

NEXT REGULAR MEETING:
THURSDAY, JULY 10, 2025, AT 6:30 PM
(IMMEDIATELY FOLLOWING THE CRA SPECIAL MEETING)

GO Palm Springs MOBILITY Plan and Fee

Village of Palm Springs

MOBILITY PLAN AND FEE

Planning Board

MOBILITY COHORT

NUE URBAN CONCEPTS
LAND USE • MOBILITY • PARKING • FEES

Introduction



Jonathan Paul, AICP

Mobility Planner

NUE URBAN CONCEPTS

LAND USE • MOBILITY • PARKING • FEES



Uyen Dang, PE

Transportation Engineer

DDEC

What is a Mobility Plan?

- **A Mobility Plan** is a 20 year vision of the Town's transportation system to transition from one focused primarily on moving vehicles to moving people.

- **Mobility Plans** create a balance between reducing congestion and support community growth.

- **Mobility Plans** are required by Florida Statute to serve as the basis for development of a **Mobility Fee.**



Why do we need it?

A **Mobility Plan** is the basis to establish a Mobility Fee.

A Mobility Plan assists the Town in prioritizing projects in their long range plans and helps get projects funded

Mobility fees, established through mobility plans, create additional revenue that the Town can use to fund mobility projects.



Complete Streets



ACTIVE SIDEWALKS

DEDICATED BIKE LANES

ACTIVE ROADWAY

SAFE CROSSWALKS

FURNISHING ZONE

GREEN SPACES

Community Engagement

VILLAGE OF PALM SPRINGS VISION ZERO

Hispanic Heritage Festival



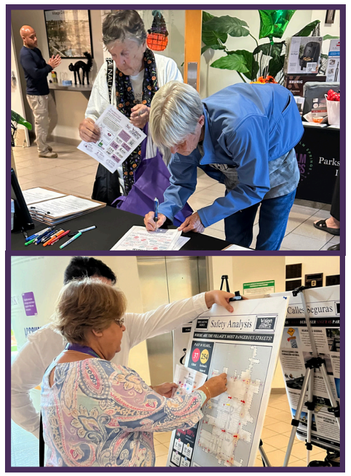
9/21/2024

Spooky Springs Halloween Trunk or Treat



10/19/2024

Senior Citizen Health Expo



10/30/2024

Village Tree Lighting



12/7/2024

Touch a Truck



2/8/2025

5
Community Events

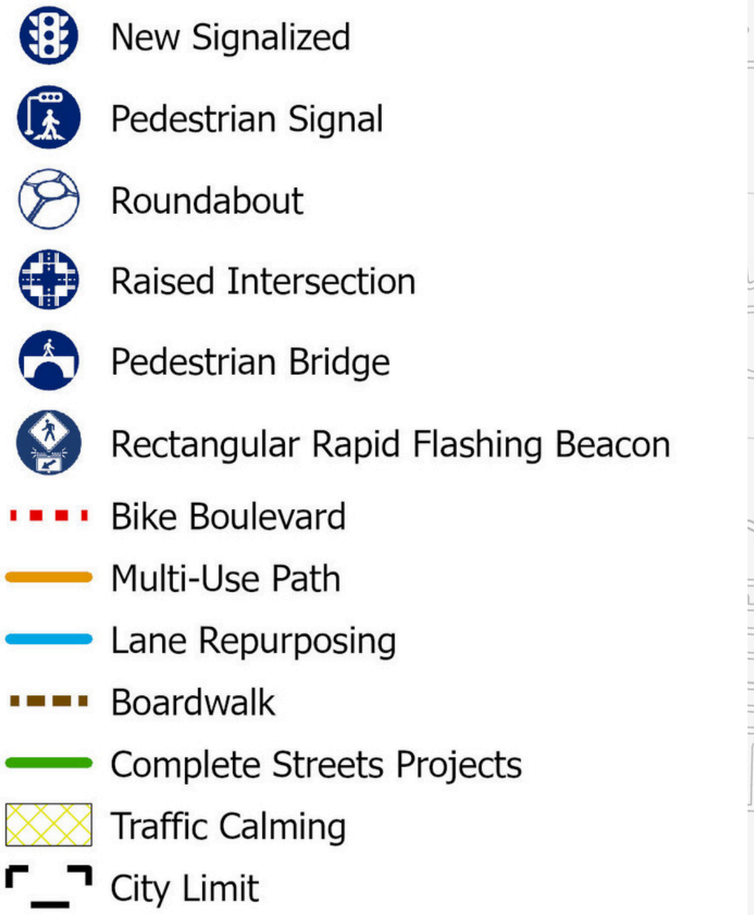
ENGAGEMENT

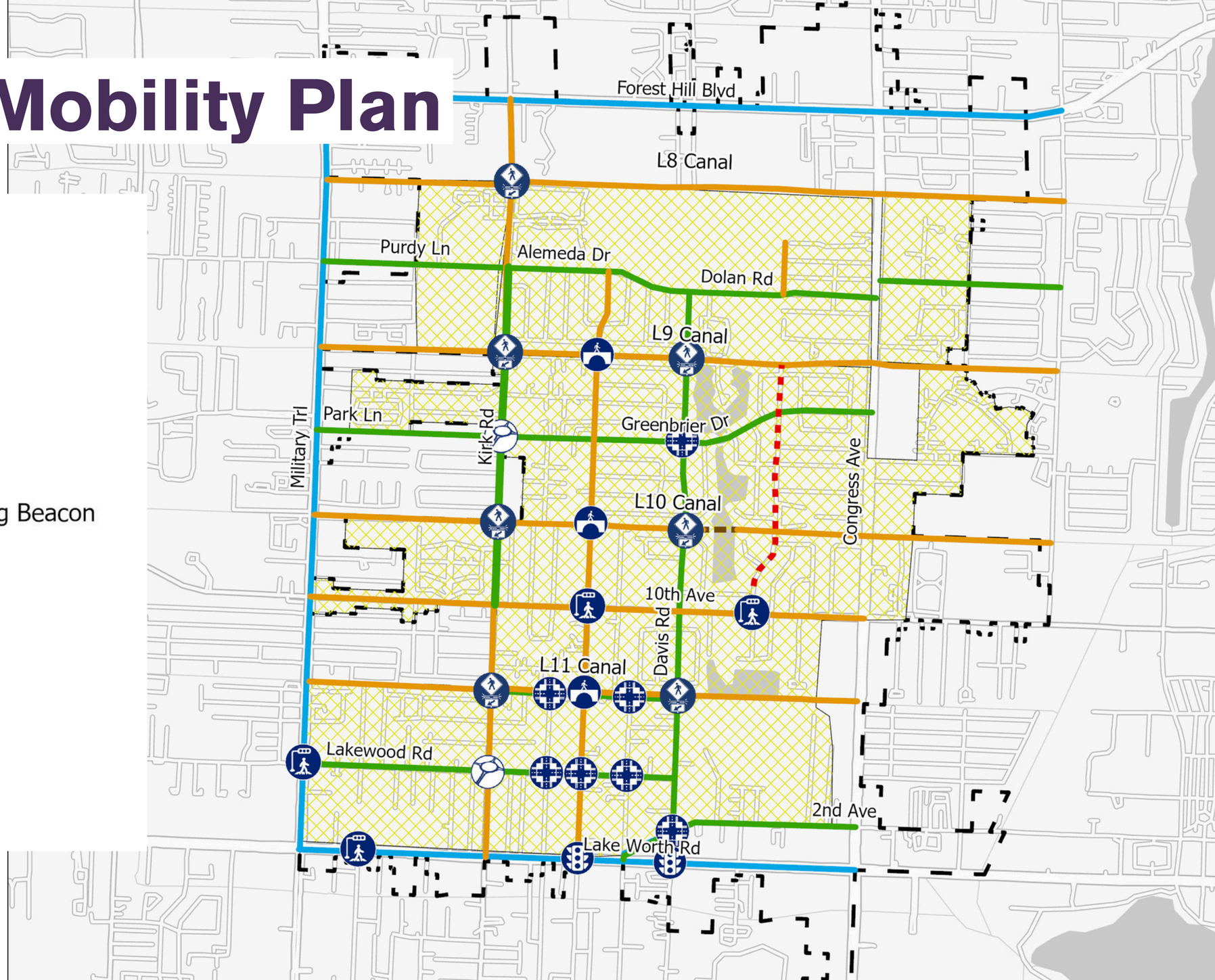
400+
Residents and Visitors

111
Surveys Collected

Draft 2045 Mobility Plan

VILLAGE OF PALM SPRINGS MOBILITY STUDY AND FEE





Draft 2045 Mobility Plan

VILLAGE OF PALM SPRINGS MOBILITY STUDY AND FEE







11 Miles

Separated/Protected Bike Lanes

14 Miles

Sidewalks and Curb Ramps

49 Miles

Traffic Calmed Streets

Transit Shuttle

Wayfinding

Villagewide Lighting

Shade Trees

New Crosswalks

Vision Zero
VILLAGE OF PALM SPRINGS

9 Miles

Complete Streets Projects

Comprehensive Plan Amendment

- Draft Comprehensive Plan Amendment
- Incorporate Mobility Plan and Mobility Fee

Questions and Comments?

Next Steps

- Transmit Comprehensive Plan Amendment
- Complete Mobility Plan and Mobility Fee Technical Report
- Draft Mobility Fee Ordinance
- 1st Reading of the Mobility Fee Ordinance and Comprehensive Plan Amendment adoption
- 2nd Reading of Mobility Fee Ordinance and Adoption

Village of Palm Springs

MOBILITY PLAN AND FEE
VISION ZERO ACTION PLAN

Council Workshop

MOBILITY COHORT

NUE URBAN CONCEPTS
LAND USE • MOBILITY • PARKING • FEES

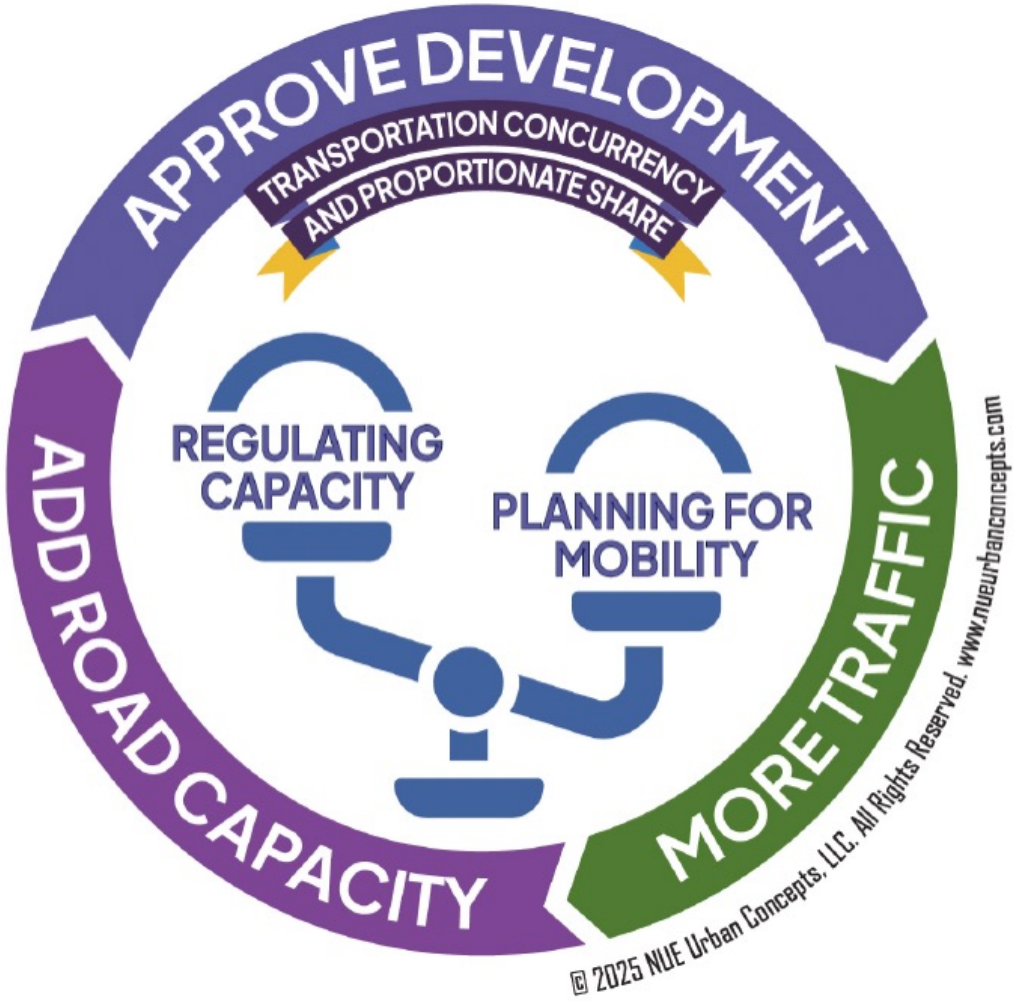
MOVING BEYOND TRANSPORTATION CONCURRENCY

House Bill 479:

Alternative Transportation System

to replace:

- Transportation concurrency
- Proportionate share
- Road impact fees



COMPREHENSIVE PLAN AMENDMENT

1. Incorporate Mobility Plan
2. Intent to adopt Mobility Fee
3. Move beyond Concurrency
4. Plan for Moving People not Counting Cars
5. Cooperative Planning



HOUSE BILL 479: ADOPTED IN 2024

- **Reiterated that any local government can adopt an alternative transportation system, such as a mobility plan & mobility fee, to replace transportation concurrency, proportionate share, and transportation mitigation fees.**

- **Only one mitigation fee may be collected, by the entity issuing building permits, from development in the City to mitigate transportation impacts.**

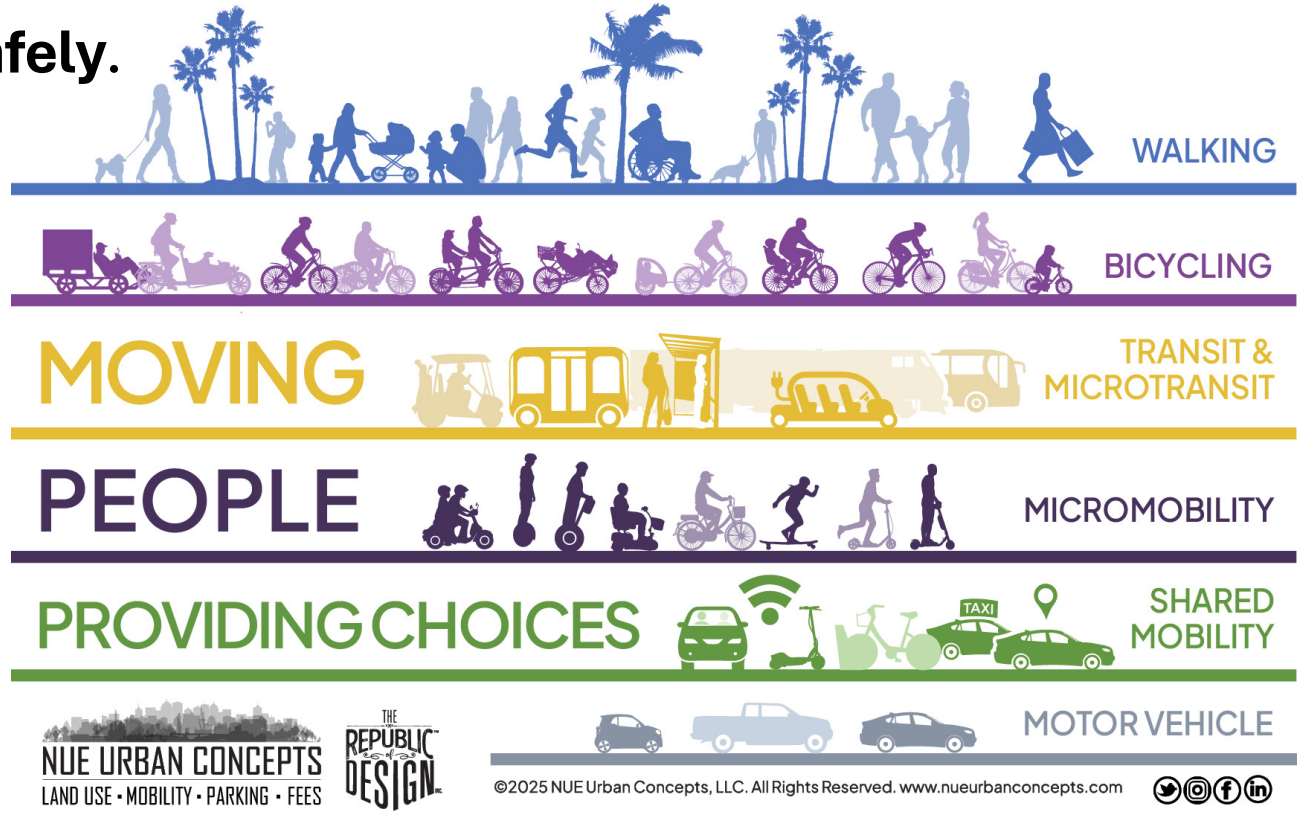
- **Mobility Fee must be based on Mobility Plan projects.**
- **Negotiate interlocal agreement with County based on Mobility Plan projects.**

HOW ARE FEES CURRENTLY ASSESSED?

- Palm Beach County assesses its full Road Impact Fee
- Palm Springs collects the County Road Impact Fee on behalf of the County
- Palm Springs remits the Road Impact Fee to the County
- Palm Beach County funds transportation projects with the Road Impact Fee

WHAT IS A MOBILITY PLAN?

- Vision for the City's transportation system to transition from one focused on moving vehicles quickly to **moving people safely**.
- Required by Florida Statute to serve as basis for development of a **Mobility Fee**.
- **Long-term plan** (2045 horizon)
- Identifies project needs (high-level)



EXISTING MOBILITY FEES AND SIMILAR PROGRAMS IN FLORIDA

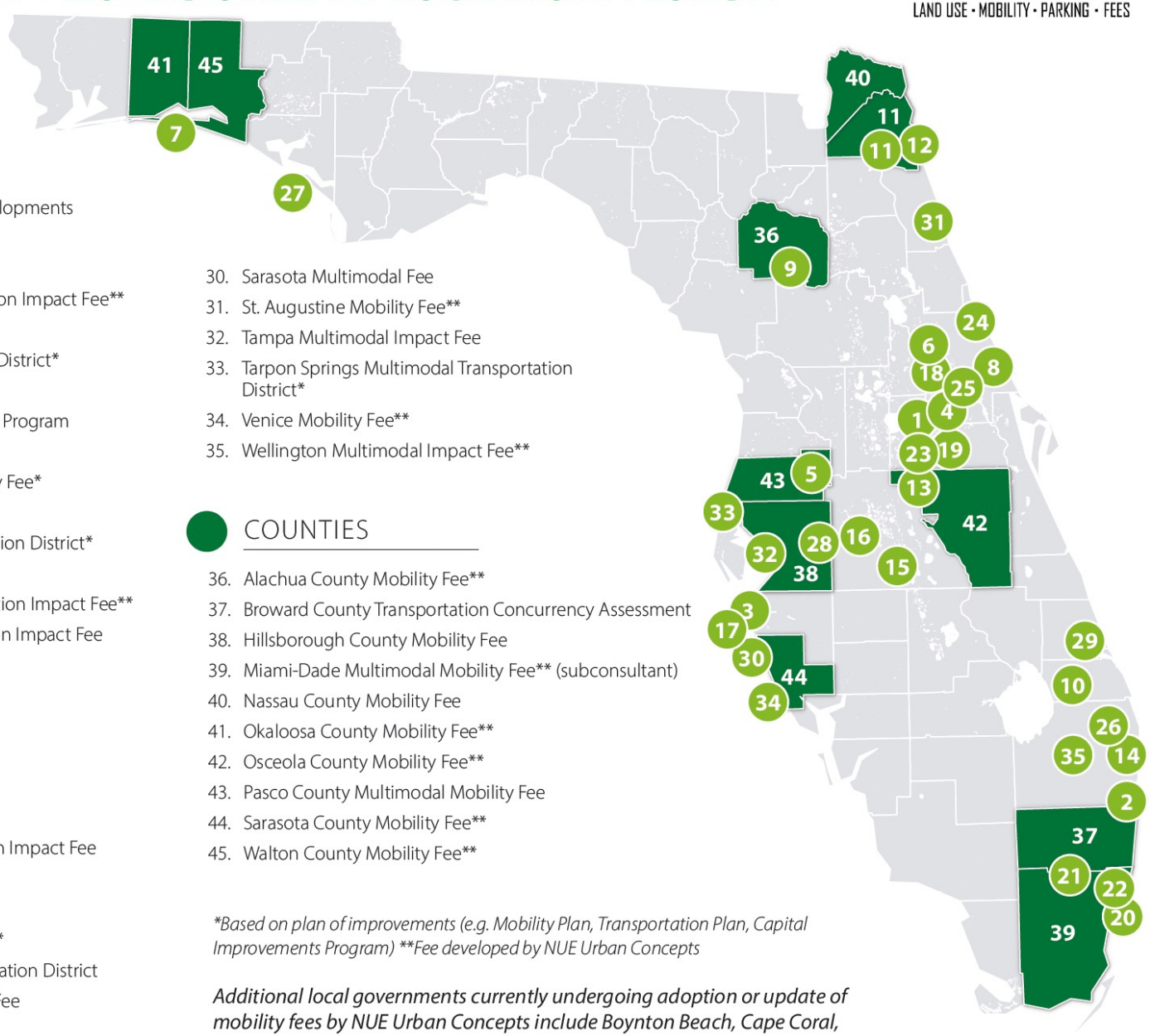
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MUNICIPALITIES

1. Altamonte Springs Mobility Fee**
2. Boca Raton Planned Mobility Developments
3. Bradenton Mobility Fee**
4. Casselberry Mobility Fee
5. Dade City Multimodal Transportation Impact Fee**
6. DeBary Mobility Fee**
7. Destin Multimodal Transportation District*
8. Edgewater Mobility Fee
9. Gainesville Transportation Mobility Program
10. Indiantown Mobility Fee**
11. Jacksonville/Duval County Mobility Fee*
12. Jacksonville Beach Mobility Fee
13. Kissimmee Multimodal Transportation District*
14. Lake Park Mobility Fee**
15. Lake Wales Multimodal Transportation Impact Fee**
16. Lakeland Multimodal Transportation Impact Fee
17. Longboat Key Mobility Fee**
18. Longwood Mobility Fee**
19. Maitland Mobility Fee**
20. Miami Beach Mobility Fee**
21. Miami Lakes Mobility Fee
22. North Miami Mobility Fee**
23. Orlando Multimodal Transportation Impact Fee
24. Ormond Beach Mobility Fee
25. Oviedo Mobility Fee**
26. Palm Beach Gardens Mobility Fee**
27. Panama City Multimodal Transportation District
28. Plant City Transportation Mobility Fee
29. Port St. Lucie Mobility Fee**
30. Sarasota Multimodal Fee
31. St. Augustine Mobility Fee**
32. Tampa Multimodal Impact Fee
33. Tarpon Springs Multimodal Transportation District*
34. Venice Mobility Fee**
35. Wellington Multimodal Impact Fee**

COUNTIES

36. Alachua County Mobility Fee**
37. Broward County Transportation Concurrency Assessment
38. Hillsborough County Mobility Fee
39. Miami-Dade Multimodal Mobility Fee** (subconsultant)
40. Nassau County Mobility Fee
41. Okaloosa County Mobility Fee**
42. Osceola County Mobility Fee**
43. Pasco County Multimodal Mobility Fee
44. Sarasota County Mobility Fee**
45. Walton County Mobility Fee**

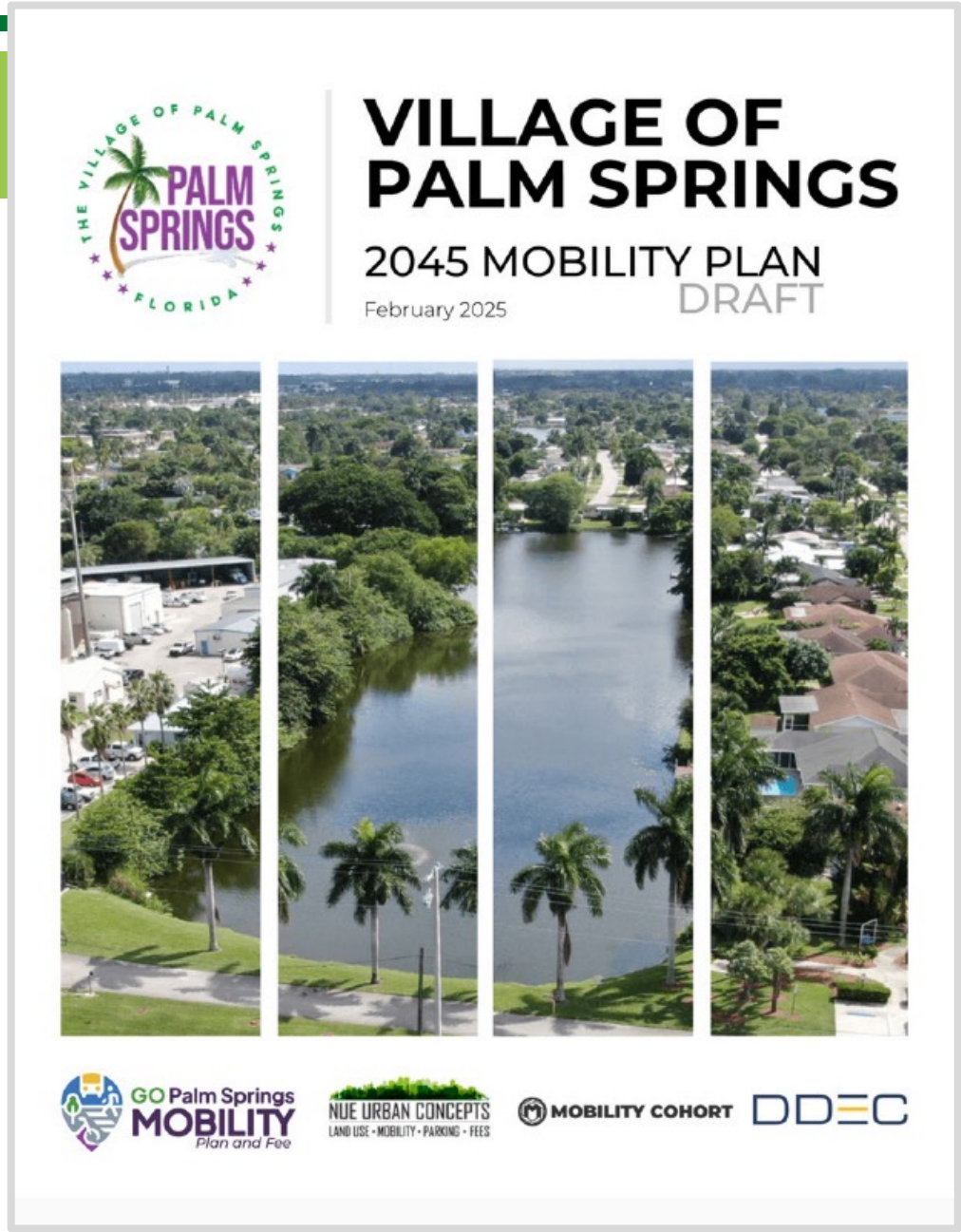


*Based on plan of improvements (e.g. Mobility Plan, Transportation Plan, Capital Improvements Program) **Fee developed by NUE Urban Concepts

Additional local governments currently undergoing adoption or update of mobility fees by NUE Urban Concepts include Boynton Beach, Cape Coral, Crestview, Flagler Beach, Gainesville (Mobility Fee), Lake City, Palm Springs, and West Palm Beach.

2045 MOBILITY PLAN

1. Roadway Plan
2. Multimodal Plan
3. Mobility Plan Programs



ROADWAY PLAN

COMPLETE STREET PROJECTS

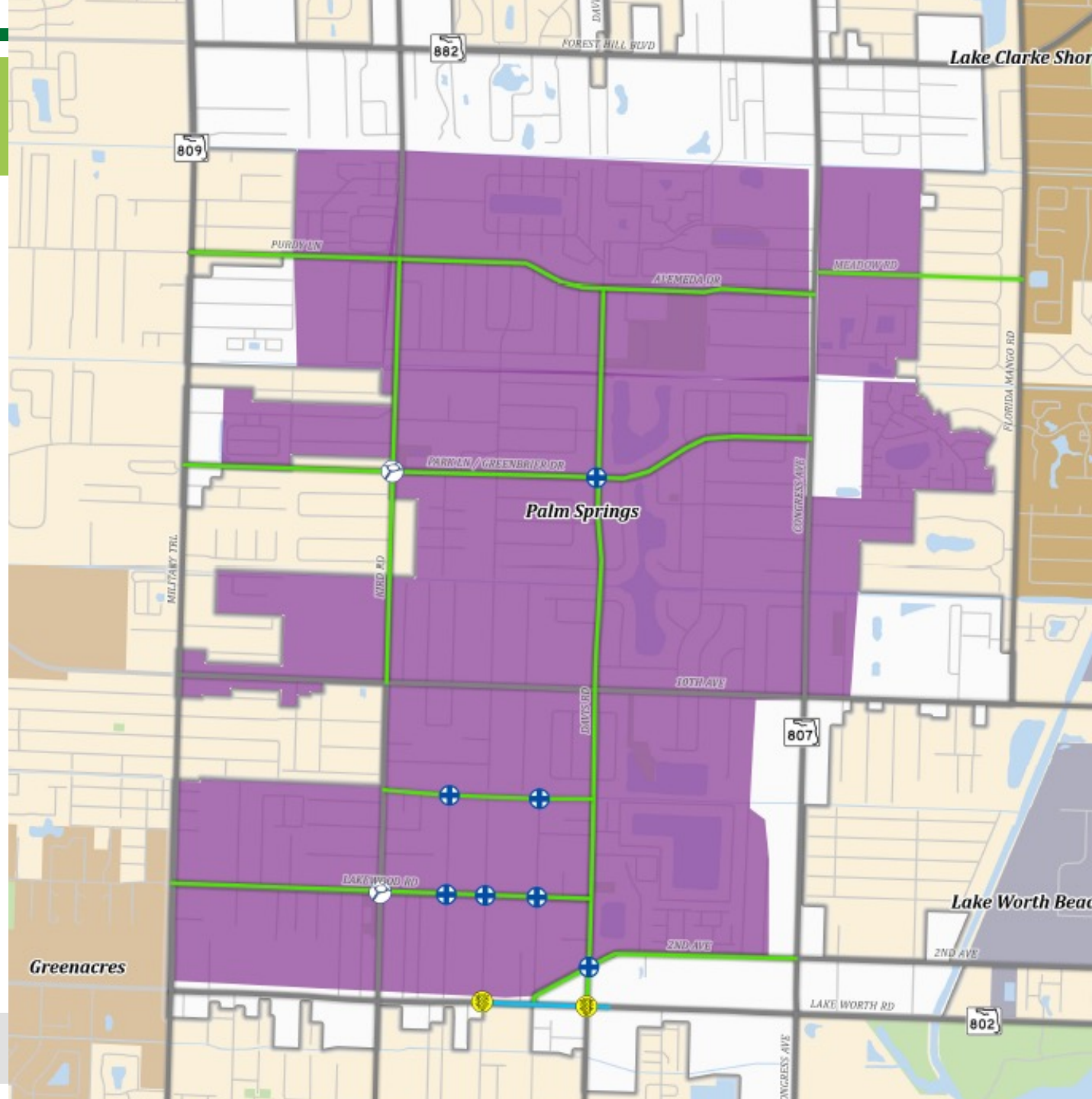
ROAD CAPACITY IMPROVEMENTS

NEW TRAFFIC SIGNAL

NEW ROUNDABOUTS

NEW RAISED INTERSECTIONS

TRAFFIC CALMING



MULTIMODAL PLAN

LANE REPURPOSING

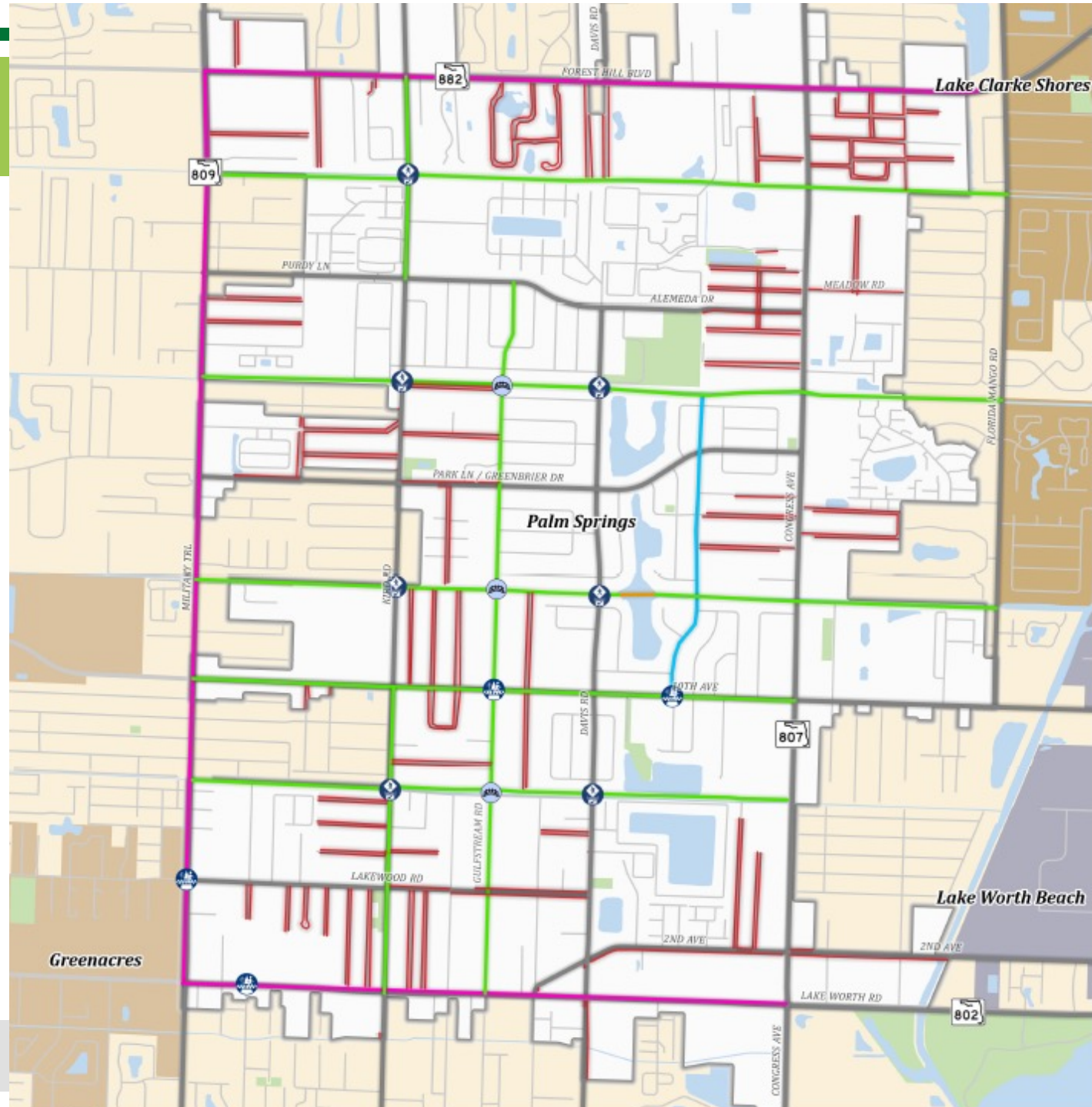
MULTI-USE TRAILS

SIDEWALKS

BOARDWALKS

HIGH VISIBILITY CROSSWALKS

BICYCLE BLVD

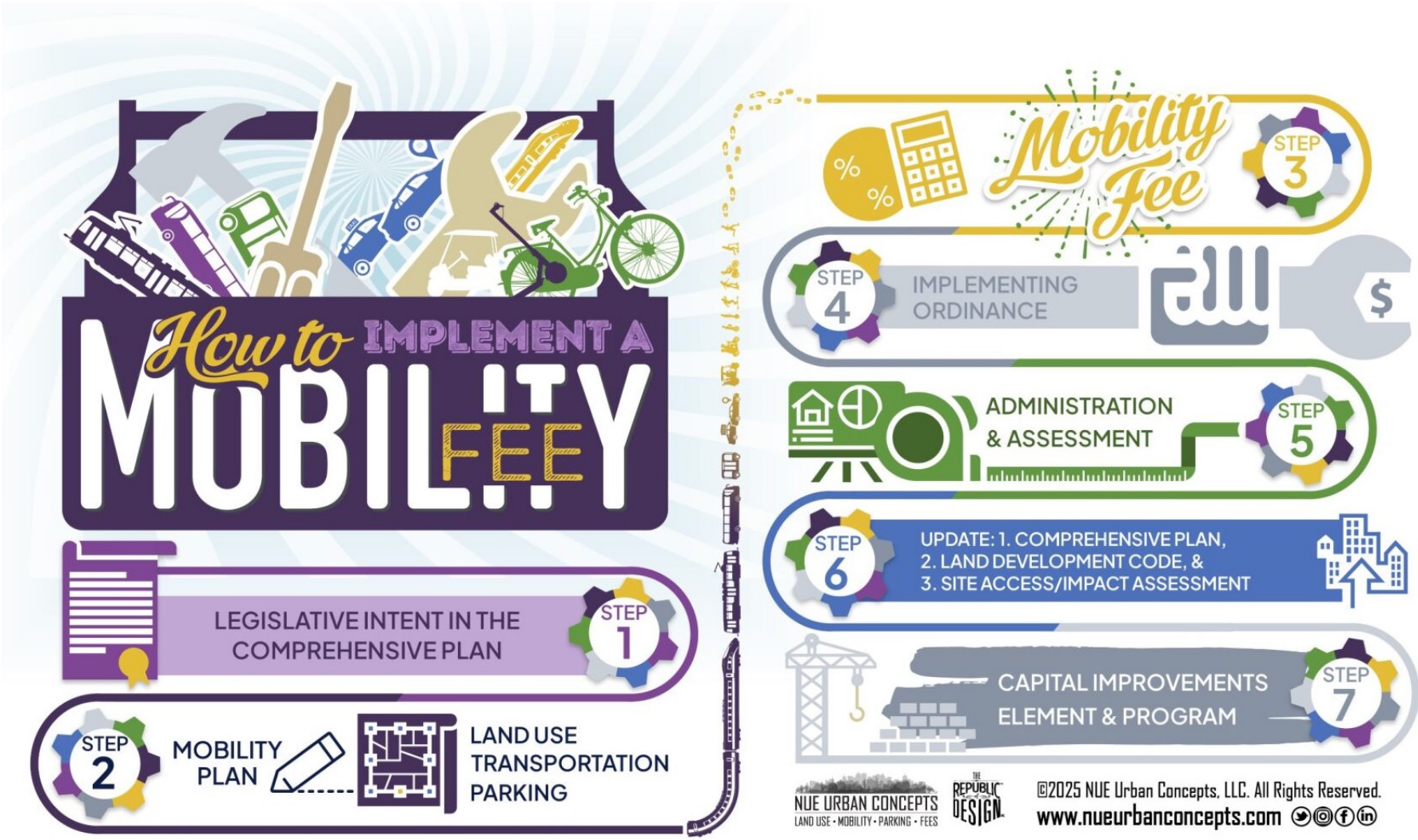


WHAT IS A MOBILITY FEE?

- Intended to replace the County Mobility Fee
- One-time fee paid by (re)development
- Intended to mitigate transportation impact
- Funding source for Mobility Projects
- Funds variety of Multimodal Infrastructure
- Funds policies, programs and services



HOW TO IMPLEMENT A MOBILITY FEE



VILLAGE OF PALM SPRINGS

MOBILITY FEE
TECHNICAL REPORT

JUNE 2025



MOBILITY COHORT

NUE URBAN CONCEPTS
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futureplan

DDEC

THE REPUBLIC OF DESIGN

VILLAGE OF PALM SPRINGS FLORIDA

DEVELOPMENT OF A MOBILITY PLAN & FEE

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1 REVIEW ADOPTED PLANS
Comprehensive Plan, Long Range Transportation Plan, Special Plans, & Studies

2 ESTABLISH STUDY AREA
Identify Limits of Study Area & Roads to Evaluate

3 UNDERTAKE DATA COLLECTION
Existing Traffic Characteristics, Infrastructure, & Mobility Services

4 PROJECT FUTURE GROWTH
Existing & Future Demographics, Vehicle Miles of Travel & Person Miles of Travel
(Legal Test: The first component of the dual rational nexus test is to demonstrate need)

5 IDENTIFY MOBILITY PROJECTS
Improvements, Programs & Services such as: Sidewalks, multi-use trails, cycle tracks, traffic calming, pedestrian safety and intersection improvements, multimodal crossings, pedestrian bridges, raised intersections, roundabouts,wider roads, and microtransit

6 PREPARE MOBILITY PROJECT COST
Planning Level Cost Estimates

7 DEVELOP MOBILITY PLAN
Mobility Projects, Planning Level Cost, & Person Miles of Capacity
(Florida Statute Requirement: Mobility Fees required to be based on a Mobility Plan)

8 EVALUATE EXISTING CONDITIONS
Calculate Vehicle Miles of Travel & Capacity
(Legal Test: Demonstrate growth is not paying for existing backlog / deficiency)

9 IDENTIFY FUNDING
Existing, Programmed & Reasonably Anticipated Funding Sources

10 CONDUCT NEW GROWTH EVALUATION
Mobility Plan Cost Attributable to New Growth
(Legal Test: Demonstrate new growth is not paying more than its attributable share of mobility plan project cost)

11 CALCULATE PERSON MILES OF CAPACITY RATE
PMC Rate Attributable to New Growth
(Legal Test: Demonstrate that the cost of mobilty projects is attributable and assignable to new growth)

12 ESTABLISH MOBILITY FEE SCHEDULE OF USES
Palm Springs Specific Schedule of Uses

13 ESTABLISH ASSESSMENT AREA
Defined Area for Mobility Fee Assessment

14 CALCULATE PERSON TRAVEL DEMAND
Trip Generation, % New Trips, Vehicle Trip Length, Limited Access, Origin/Destination, and Person Miles of Travel Factors
(Legal Test: Demonstrate that the fee is roughly proportional to the impact of new growth)

15 CALCULATE MOBILITY FEE PER USE
Mobility Fee per Specific Use

16 ESTABLISH BENEFIT DISTRICT
Defined Area for Mobility Fee Expenditure
(Legal Test: The second component of the dual rational nexus test is to demonstrate benefit)

17 DEVELOP TECHNICAL REPORT
Document Data Sources and Methodology
(Demonstrate that the Mobility Plan & calculated Mobility Fee meet legal and statutory requirements

18 DEVELOP IMPLEMENTING ORDINANCE
Establish Findings, Specify Assessments, Exemptions, Credits, Off-Sets, Independent & Special Studies, Collection, Expenditure, Refunds, Annual Reporting, & Updates
(Demonstrate legal & statutory compliance)

MOBILITY FEE CALCULATIONS

Person Miles of Capacity rate (PMCr)

∑ PLC = (∑ RPc + ∑ MPc + ∑ MPPc)

∑ AF = (∑ RPf + ∑ MPf + ∑ MPPf + ∑ OSf)

PLCa = (∑ PLC - ∑ AF)

MPCa = ((PLCa x ECEf) x NGEf)

PMCr = (MPCa / PMCi)

Where:

PLC	=	Planning Level Cost (Table 6)
AF	=	Anticipated Funding (Table 7)
c	=	Cost
f	=	Funding
RP	=	Roadway Plan (Appendix G)
MP	=	Multimodal Plan (Appendix H)
MPP	=	Mobility Programs Plan (Appendix I)
OS	=	Other Sources (Table 7)
PLCa	=	Attributable Cost of Mobility Plan Projects (Table 9)
ECEf	=	Existing Conditions Evaluation factor of 1.00 (Table 5)
NGEf	=	New Growth Evaluation factor of 0.99 (Table 8)
MPCa	=	Assignable Cost of Mobility Plan Projects (Table 9)
PMCi	=	Person Miles of Capacity increase (Table 6)
PMCr	=	Person Miles of Capacity Rate (Table 9)

Prepared by NUE Urban Concepts, LLC

Person Miles of Travel increase (PMTi)

∑ VMTtp = (∑ VTtp x VTLtp)

∑ PMTtp = (∑ PTtp x PTLtp)

PMTf = (∑ of PMTtp / ∑ of VMTtp)

VMTi = (2045 VMT - 2025 VMT)

PMTi = (VMTi x PMTf)

Where:

∑ VTtp	=	Sum of Vehicle Trips by trip purpose (Appendix E)
∑ PTtp	=	Sum of Person Trips by trip purpose (Appendix E)
VTLtp	=	Average Vehicle Trip Length by trip purpose (Appendix E)
PTLtp	=	Average Person Trip Length by trip purpose (Appendix E)
VMT	=	Vehicle Miles of Travel
PMT	=	Person Miles of Travel
∑ VMTtp	=	Sum of Vehicle Miles of Travel by trip purpose (Appendix E)
∑ PMTtp	=	Sum of Person Miles of Travel by trip purpose (Appendix E)
PMTf	=	Person Miles of Travel factor of 1.54 (Appendix E)
VMTi	=	Vehicle Miles of Travel Increase (Table 2)
PMTi	=	Person Miles of Travel increase (Table 3)

Prepared by NUE Urban Concepts, LLC

PERSON TRAVEL DEMAND PER USE (PTDu)

Person Travel Demand per use (PTDu)

VMTu = ((((TG x % NEW) x VTl) x LAEf) x ODf)

PTDu = (VMTu x PMTfu)

Where:

VMTu = Vehicle Miles of Travel per use (Appendix K)

TG = Trip Generation (Appendix J)

%NEW = Percent of Trips that are Primary Trips (Appendix K)

VTl = Vehicle Trip Length by Trip Purpose (Appendix K)

LAEf = Limited Access Evaluation factor of 0.754 (Table 10)

ODf = Origin and Destination Factor of 0.50 (Appendix K)

PTDu = Person Travel Demand per use (Appendix K)

PMTfu = Person Miles Travel factor per use (Appendix K)

Prepared by NUE Urban Concepts, LLC

Trip Generation (TG): 5.62

% New Trips (%NT): 1.00

Vehicle Trip Length (VTl): 3.86

Limited Access Adjustment factor (LAEF): 0.754

Origin & Destination Factor (ODf): 0.50

Vehicle Miles of Travel (VMT): 8.18

Person Miles of Travel factor (PMTF): 1.61

Person Travel Demand (PTD): 13.17

((((TG x % NT) x VTl) x LAEf) x ODf) = VMT; (VMT x PMTf) = PTDu

((((5.62 x 1.00) x 3.86) x 0.754) x 0.50) = 8.18; (8.18 x 1.61) = 13.17

MOBILITY FEE SCHEDULE

Mobility Fee per use (MFu)

MFu = (PTDu x PMCr)

MFau = (MFu x UMu)

Where:

MFu = Mobility Fee per use (Appendix N)

PTDu = Person Travel Demand per use (Appendix K)

PMCr = Person Miles of Capacity Rate (Table 9)

MFau = Mobility Fee assessed per use

UMu = Unit of Measure per Use (Appendix N)

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Mobility Fee Schedule

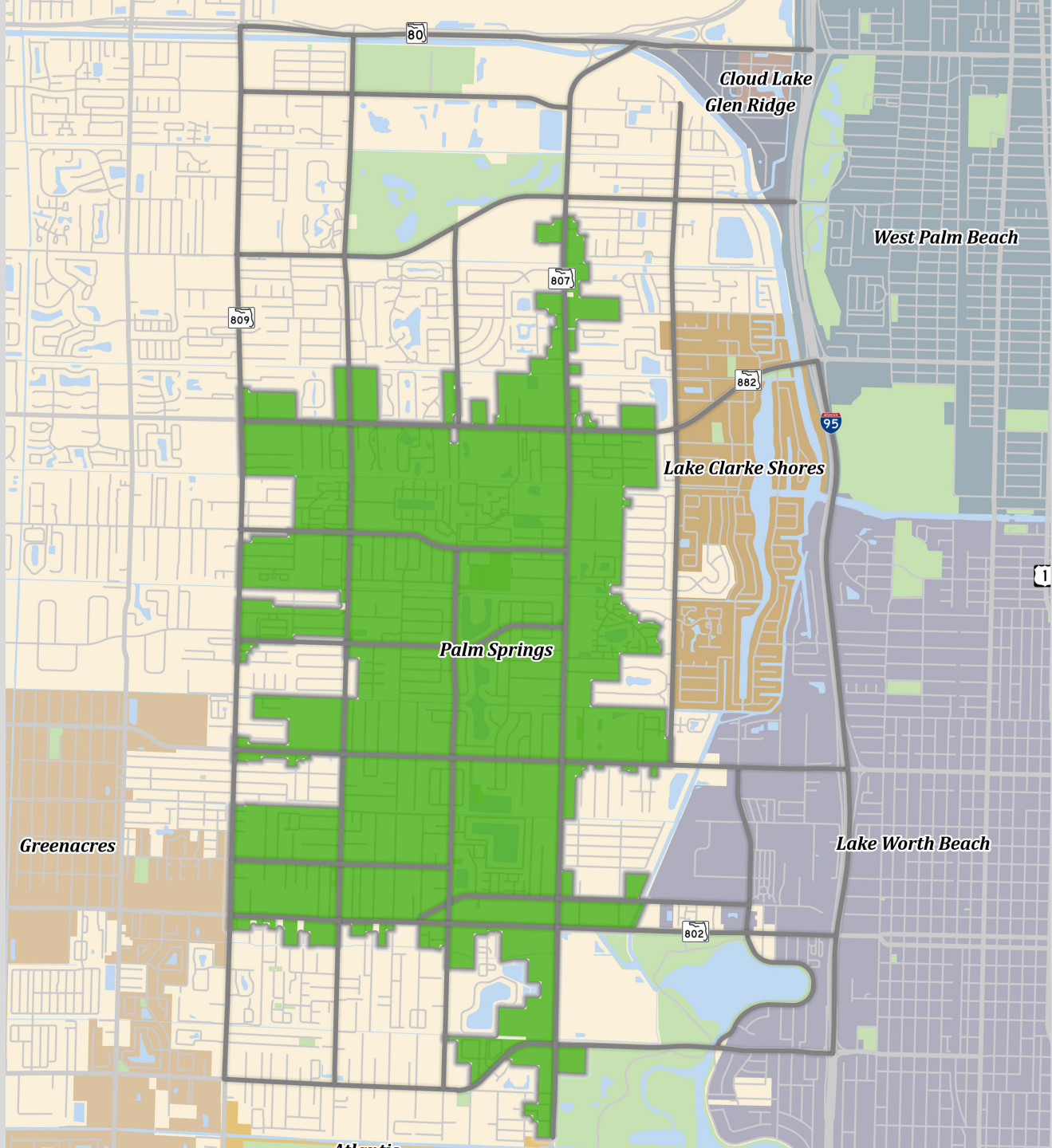
(for reference only: details to follow)

VILLAGE OF PALM SPRINGS MOBILITY FEE		
LAND USE CATEGORIES (DARK GREY), USE CLASSIFICATIONS, & REPRESENTATIVE USES (IN PARENTHESES)	UNIT OF MEASURE (UOM)	2025 MOBILITY FEE
Residential Uses		
Residential Dwelling (attached, detached, duplex, group, row, multiple-family, single-family)	per 1,000 Sq. Ft.	$4,437
Institutional Uses		
Community Serving (Center, Club, Clubhouse, Lodge, Museum, Performance Venues, Place of Assembly or Worship)	per 1,000 Sq. Ft.	$2,450
Long Term Care (Adult Day Care, Assisted Living, Continuum of Care Facility, Group Care, Nursing Home)	per 1,000 Sq. Ft.	$3,472
Private Education (Afterschool, Child Care or Day Care, K-12, Pre-K, Trade School, Tutor)	per 1,000 Sq. Ft.	$4,573
Commercial Recreation Facility Uses		
Outdoor Recreation (Courts, Fields, Fitness, Golf, Multi-Purpose, Sports)	per Acre	$23,029
Indoor Recreation (Fitness, Gym, Health, Indoor Amusement, Entertainment or Sports, Kids Activities or Fitness)	per 1,000 Sq. Ft.	$14,610
Industrial Uses		
Industrial (Heavy, Flex-Unit, Light, Micro-brewery, Self or Outdoor Storage, Utilities)	per 1,000 Sq. Ft.	$2,408
Office Uses		
Business (Business, Profession and Occupation, Business or Professional Service, Higher Education, Hospital)	per 1,000 Sq. Ft.	$6,045
Medical or Dental (Clinic, Dental, Health Service, Laboratory, Emergency Care, Rehab, Veterinary)	per 1,000 Sq. Ft.	$14,089
Retail Sales and Service Uses		
Retail (Discount, Large Scale, Nursery, Personal Services, Sales & Services, Superstore, Variety, Vehicle Sales)	per 1,000 Sq. Ft.	$9,134
High Impact Retail (Drinking Establishment, Financial Service, Full Service Restaurant, Grocery, Package Liquor, Pharmacy)	per 1,000 Sq. Ft.	$19,884
Convenience Retail (Convenience Store, Gas or Service Station)	per 1,000 Sq. Ft.	$37,851
Quick Service Restaurant (Carry Out, Delivery Oriented, Drive-In, Fast Casual, Fast Food)	per 1,000 Sq. Ft.	$49,438
Non-Residential Additive Uses (All uses are additive except mobile residence and overnight lodging)		
Automotive Repair Establishment (Major or Minor Repair, Tires)	per Bay or Stall	$7,733
Commercial Use Drive-Thru (Convenience, Dry Cleaner, High Impact Retail, Retail)	per Lane	$23,424
Financial Service Drive-Thru Lane or Free-Standing ATM (Banks, Credit Unions, Other Financial)	per Lane / ATM	$23,836
Overnight Lodging (B&B, Hotel, Motel, Short Term Vacation Rental)	per Room	$4,213
Quick Service Restaurant Drive Thru	per Lane	$53,077
Mobile Residence (Mobile Home (MH), Recreational Vehicle (RV), Travel Trailer (TT), MH, RV, and / or TT Park)	per Space / Lot	$3,529
Vehicle Charging or Fueling (Commercial Facility which requires Membership or Payment)	per Charging or Fueling Position	$16,196
Vehicle Cleaning (Automated, Carwash, Detailing, Self-Service, Wash, Wax)	per Lane or Stall plus per five (5) Stations	$27,919
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ASSESSMENT AREA



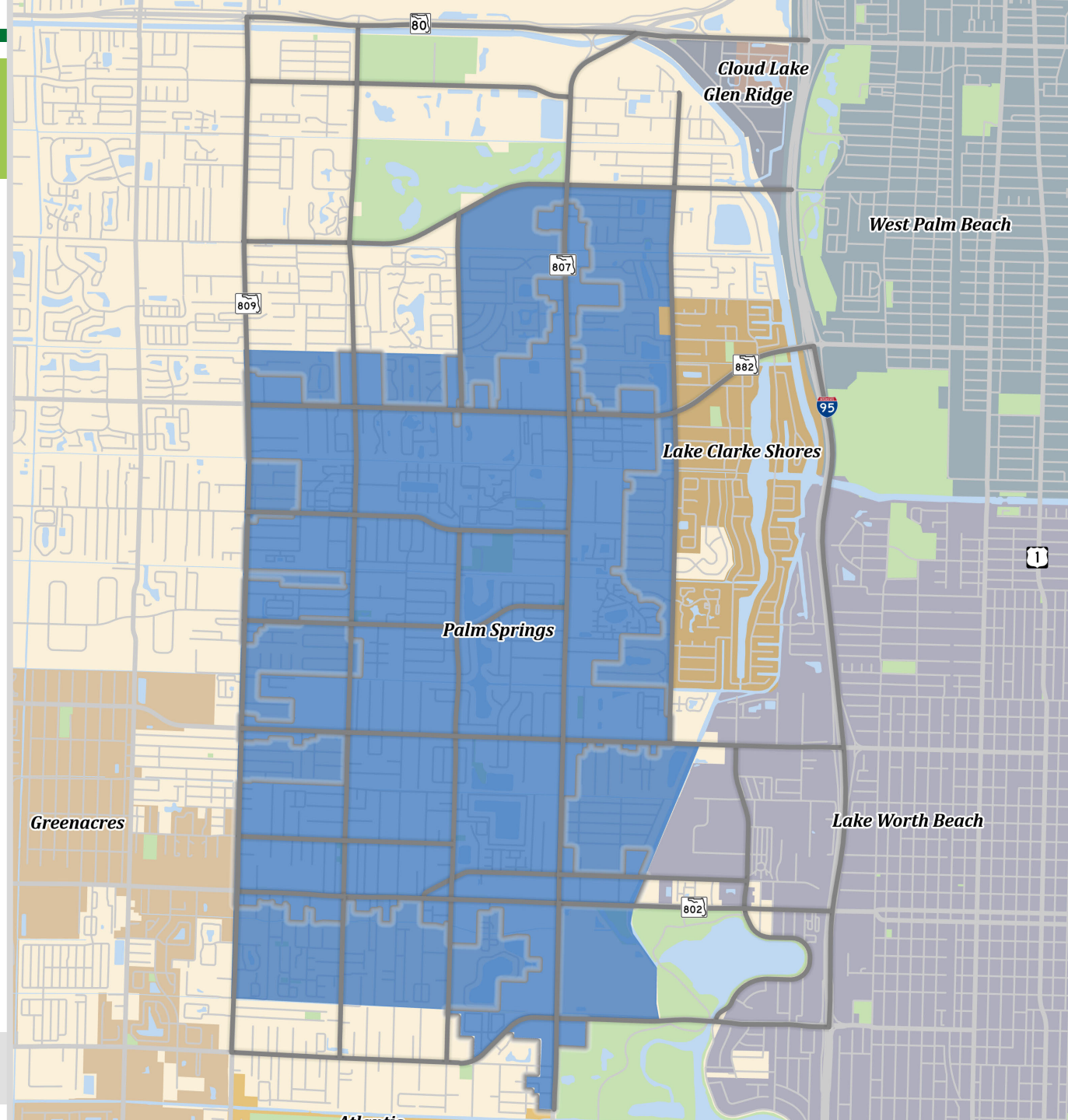
VILLAGE OF PALM SPRINGS



BENEFIT DISTRICT



VILLAGE OF PALM SPRINGS



MOBILITY FEE SCHEDULE - RESIDENTIAL

RESIDENTIAL USES	UNIT OF MEASURE	2025 PALM SPRINGS MOBILITY FEE	EXISTING COUNTY ROAD IMPACT FEE	VILLAGE FEE vs. COUNTY FEE
Residential Dwelling (attached, detached, duplex, group, row, multiple-family, single-family)	per 1,000 Sq. Ft.	$3,659	$5,597.40	-34.6%
Single Family Detached **Example** (1,500 sq. ft.)	per 1,000 Sq. Ft.	$5,489	$5,597.40	-1.9%
Mult-Family Residential Apartment **Example** (900 sq. ft.)	per 1,000 Sq. Ft.	$3,293	$3,537.80	-6.9%

MOBILITY FEE SCHEDULE - INSTITUTIONAL

INSTITUTIONAL USES	UNIT OF MEASURE	2025 PALM SPRINGS MOBILITY FEE	EXISTING COUNTY ROAD IMPACT FEE	VILLAGE FEE vs. COUNTY FEE
Community Serving (Center, Club, Clubhouse, Lodge, Museum, Performance Venues, Place of Assembly or Worship)	**per 1,000 Sq. Ft.**	**$2,598**	**$2,673.60**	**-2.8%**
Long Term Care (Adult Day Care, Assisted Living, Continuum of Care Facility, Group Care, Nursing Home)	**per 1,000 Sq. Ft.** Per Bed (PBC)	**$2,863**	**$677.02**	***322.9%***
Assisted Living Facility - EXAMPLE Example (County conversion to per 1,000 sq. ft. based on 4 beds per 1,000 sq. ft.)	**per 1,000 Sq. Ft.**	***$3,771***	**$2,708.08**	***11.4%***
Private Education (Afterschool, Child Care or Day Care, K-12, Pre-K, Trade School, Tutor)	**per 1,000 Sq. Ft.** Per Student (PBC)	**$3,771**	**$530.10**	***611.4%***
Private Education - EXAMPLE Example (County conversion to per 1,000 sq. ft. based on 7 students per 1,000 sq. ft.)	**per 1,000 Sq. Ft.**	***$3,771***	**$3,710.70**	***1.6%***

MOBILITY FEE SCHEDULE - COMMERCIAL

COMMERCIAL RECREATION FACILITY USES	UNIT OF MEASURE	2025 PALM SPRINGS MOBILITY FEE	EXISTING COUNTY ROAD IMPACT FEE	VILLAGE FEE vs. COUNTY FEE
Outdoor Recreation (Courts, Fields, Fitness, Golf, Multi-Purpose, Sports)	per Acre	$18,992	$12,196.40	55.7%
Outdoor Recreation Example (County conversion to acres based on 2 courts per acre)	per Acre per Court (PBC)	*$18,992*	$24,392.80	-22.1%
Indoor Recreation (Fitness, Gym, Health, Indoor Amusement, Entertainment or Sports, Kids Activities or Fitness)	per 1,000 Sq. Ft.	$13,770	$14,425.75	-4.5%

MOBILITY FEE SCHEDULE - INDUSTRIAL

INDUSTRIAL USES	UNIT OF MEASURE	2025 PALM SPRINGS MOBILITY FEE	EXISTING COUNTY ROAD IMPACT FEE	VILLAGE FEE vs. COUNTY FEE
Industrial (Heavy, Flex-Unit, Light, Micro-brewery, Self or Outdoor Storage, Utilities)	**per 1,000 Sq. Ft.**	**$1,986**	**$1,987.75**	***-0.1%***

MOBILITY FEE SCHEDULE - OFFICE

OFFICE USES	UNIT OF MEASURE	2025 PALM SPRINGS MOBILITY FEE	EXISTING COUNTY ROAD IMPACT FEE	VILLAGE FEE vs. COUNTY FEE
Business (Business, Profession and Occupation, Business or Professional Service, Higher Education, Hospital)	per 1,000 Sq. Ft.	$4,362	$4,464.26	-2.3%
Medical or Dental (Clinic, Dental, Health Service, Laboratory, Emergency Care, Rehab, Veterinary)	per 1,000 Sq. Ft.	$9,960	$10,308.45	-3.4%

MOBILITY FEE SCHEDULE - RETAIL

RETAIL SALES AND SERVICE USES	UNIT OF MEASURE	2025 PALM SPRINGS MOBILITY FEE	EXISTING COUNTY ROAD IMPACT FEE	VILLAGE FEE vs. COUNTY FEE
Retail (Discount, Large Scale, Nursery, Personal Services, Sales & Services, Superstore, Variety, Vehicle Sales)	per 1,000 Sq. Ft.	$7,533	$7,906.85	-4.7%
High Impact Retail (Drinking Establishment, Financial Service, Full Service Restaurant, Grocery, Package Liquor, Pharmacy)	per 1,000 Sq. Ft.	$13,666	$14,836.87	-7.9%
Convenience Retail Convenience Store, Gas or Service Station)	per 1,000 Sq. Ft.	$43,449	$48,334.10	-10.1%
Quick Service Restaurant (Carry Out, Delivery Oriented, Drive-In, Fast Casual, Fast Food)	per 1,000 Sq. Ft.	$40,773	$40,105.46	1.7%

MOBILITY FEE SCHEDULE – NON-RESIDENTIAL

NON-RESIDENTIAL USES	UNIT OF MEASURE	2025 PALM SPRINGS MOBILITY FEE	EXISTING COUNTY ROAD IMPACT FEE	VILLAGE FEE vs. COUNTY FEE
Automotive Repair Establishment (Major or Minor Repair, Tires)	per Bay or Stall	$6,378	$6,340.97	0.6%
Commercial Use Drive-Thru (Convenience, Dry Cleaner, High Impact Retail, Retail)	per Lane	$16,099	--	
Financial Service Drive-Thru Lane or Free-Standing ATM (Banks, Credit Unions, Other Financial)	per Lane / ATM	$19,658	--	
Overnight Lodging (B&B, Hotel, Motel, Short Term Vacation Rental)	per Room	$3,040	$2,329.67	30.5%

MOBILITY FEE SCHEDULE – NON-RESIDENTIAL

NON-RESIDENTIAL USES	UNIT OF MEASURE	2025 PALM SPRINGS MOBILITY FEE	EXISTING COUNTY ROAD IMPACT FEE	VILLAGE FEE vs. COUNTY FEE
Quick Service Restaurant Drive Thru	per Lane	$43,774	--	
Mobile Residence Mobile Home (MH), Recreational Vehicle (RV), Travel Trailer (TT), MH, RV, and / or TT Park)	per Space / Lot	$2,037	$1,970.30	*3.4%*
Vehicle Charging or Fueling (Commercial Facility which requires Membership or Payment)	per Charging or Fueling Position	$9,736	$7,954.35	*22.4%*
Vehicle Cleaning (Automated, Carwash, Detailing, Self-Service, Wash, Wax)	per Lane or Stall plus per five (5) Stations	$15,351	$6,913.15	*122.1%*

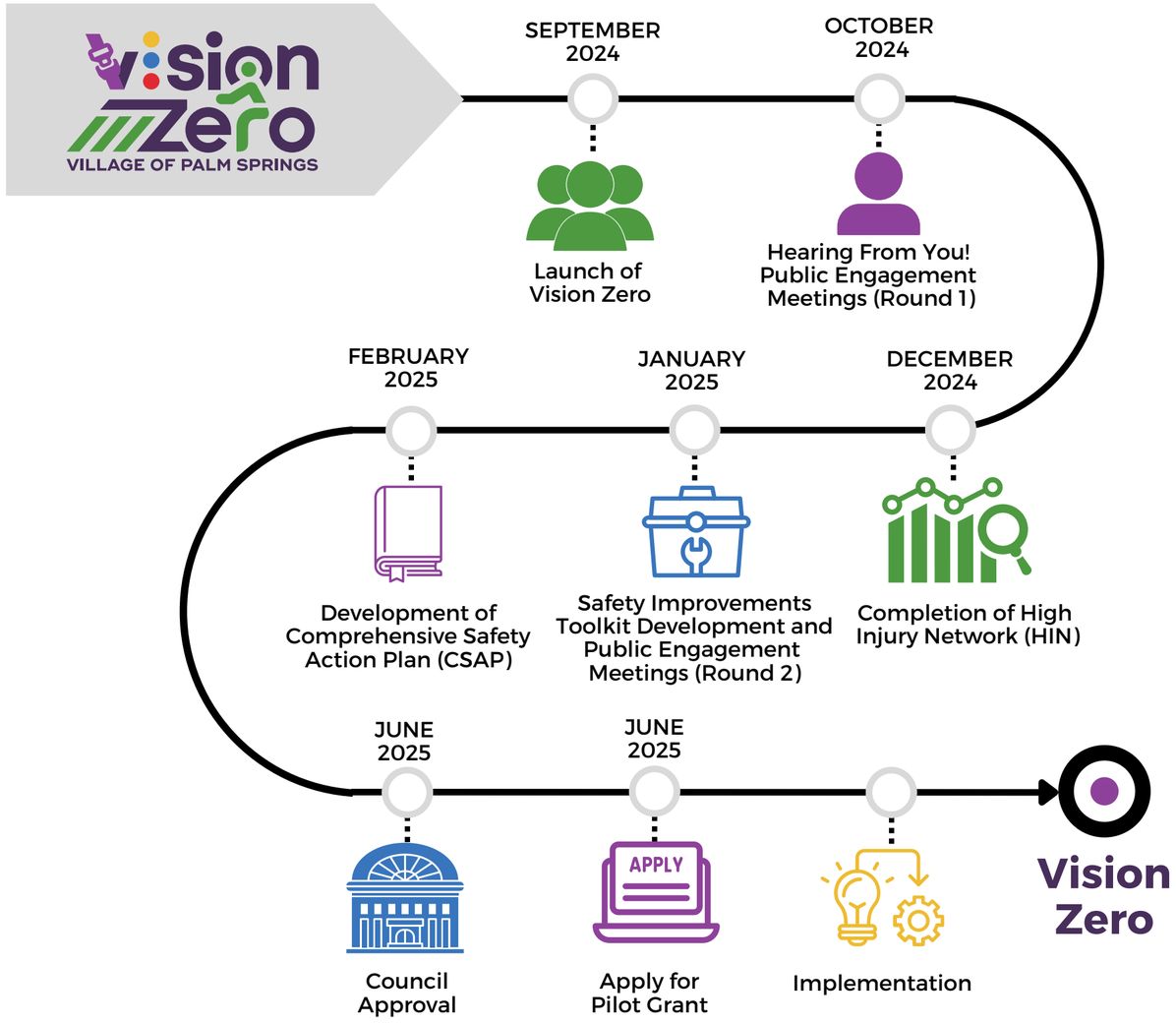
NEXT STEPS

- Consider Comprehensive Plan Amendment (Adoption)
- 1st Reading of the Mobility Plan & Fee Ordinance (Provide Any Direction)
- 2nd Reading of the Ordinance (Adoption) – Schedule for July 10
- Best efforts to negotiate an Interlocal Agreement with the County

(Interlocal will be ongoing effort with County)

Vision Zero Action Plan

VILLAGE OF PALM SPRINGS VISION ZERO



THE VILLAGE OF PALM SPRINGS FLORIDA

2025 DRAFT VISION ZERO ACTION PLAN

VILLAGE OF PALM SPRINGS

Vision Zero VILLAGE OF PALM SPRINGS



VILLAGE OF PALM SPRINGS VISION ZERO

Vulnerable Roadway Users (VRU)

18,101 Total Crashes



94.4% Motor Vehicle

2.4% Pedestrian · 1.2% Motorcycle · 2.0% Bicyclist

48.1% Motor Vehicle

22.9% Pedestrian · 18.7% Motorcycle · 10.3% Bicyclist

A total **18,101** crashes occurred on the Village of Palm Spring Streets **between 2014 and 2024**

37 Killed

254 Seriously Injured

17,070 Motor Vehicles

438 Pedestrians

368 Cyclists

225 Motorcycles



VILLAGE OF PALM SPRINGS VISION ZERO

Safe Systems Element



Source: FHWA.

Exhibit A: Crash Fatalities at Higher Speeds



Higher speeds reduce not only the sight distance but also the reaction time a driver needs to avoid collision.

Exhibit B: Field of View at Different Speeds

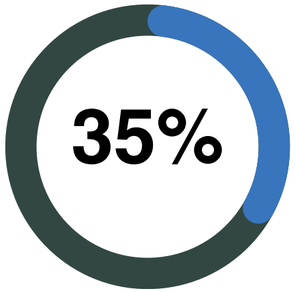


Impact of Vehicle Speed on Safety & Driver Visibility

Data Analysis and Comparison

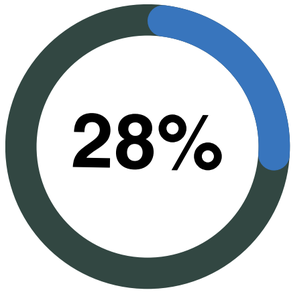
VILLAGE OF PALM SPRINGS VISION ZERO

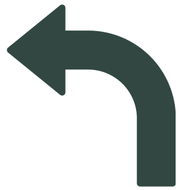
Common Fatal and Serious Injury Crash Types



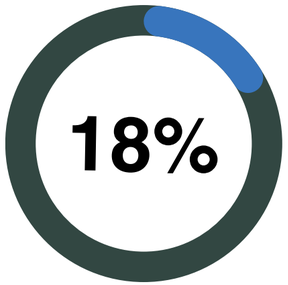


Rear End





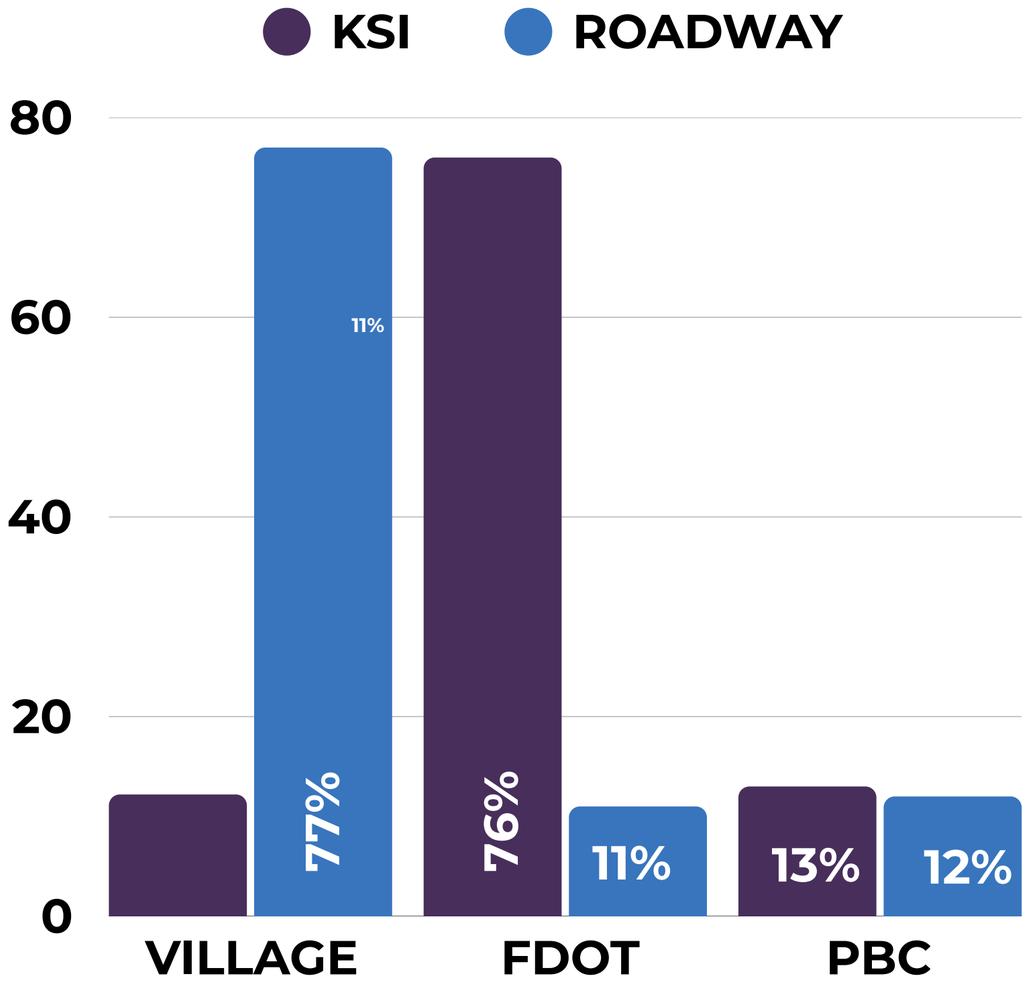
Left Turn





Right Angle

Exhibit K: Crash Rate Table



VILLAGE OF PALM SPRINGS VISION ZERO

Community Engagement

Hispanic Heritage Festival



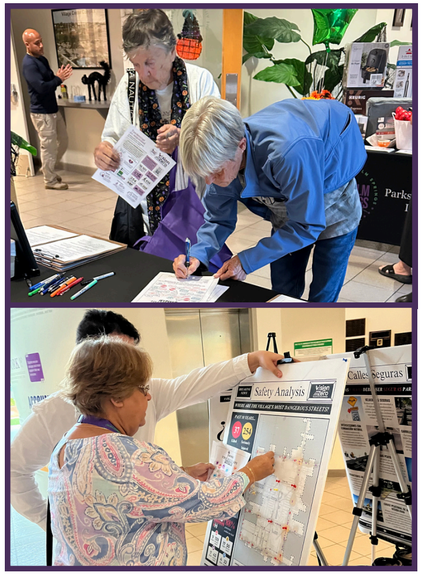
9/21/2024

Spooky Springs Halloween Trunk or Treat



10/19/2024

Senior Citizen Health Expo



10/30/2024

Village Tree Lighting Event



12/7/2024

81.6% travel by **driving**

34% travel by **walking**

31%

Insufficient Transportation Options

- **Safety Perceptions -**
  - Distraction (59% high/very high)
  - Speeding (53% high/very high)
  - Motorists (42% high/very high)
- **Respondents felt safest driving, least safe biking**

Public Information

VILLAGE OF PALM SPRINGS VISION ZERO











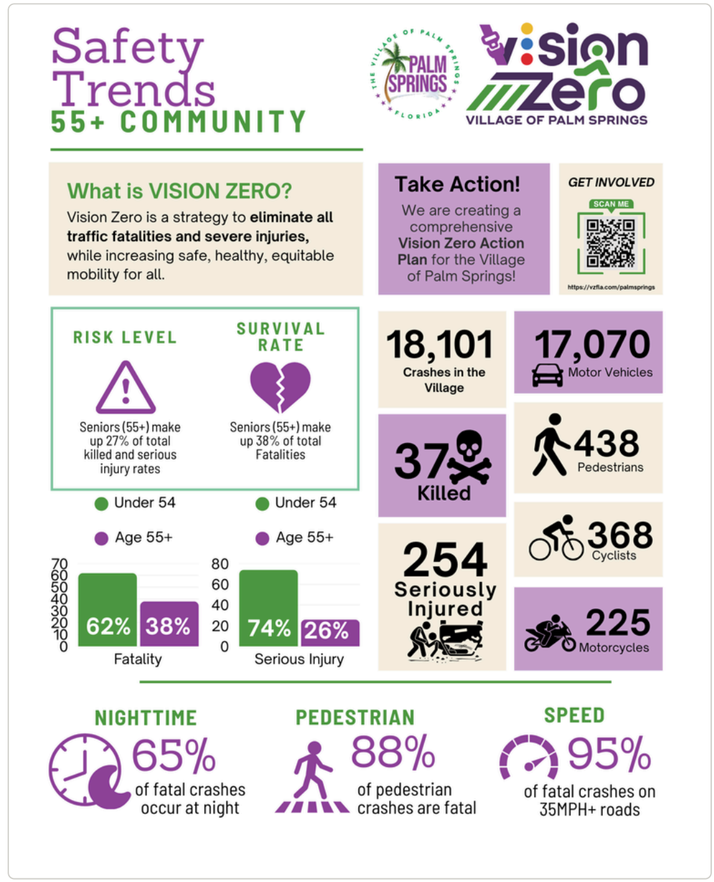


Exhibit F: 55+ Safe Trends Handout

VISIONZERO FLORIDA

At the Tree Lighting events on December 9, 2024, the project team collected a total of 118 signatures for the safety pledge. Additionally, a digital pledge is available on the VZFLA website.

Exhibit H: Vision Zero Pledge



Vision Zero Action Plan Overview

VILLAGE OF PALM SPRINGS VISION ZERO



SAFER ROADS

Update Roadway Engineering and Design Standards and Land Development Code

Pursue Safe Routes to Schools Funding, especially for Palm Springs Elementary School and C.O. Taylor/Kirklane Elementary School



SAFER SPEEDS

Work with Palm Beach County and FDOT to reduce target speeds on Military Trl, Congress Ave, 10th Ave, Kirk Rd, Lake Worth Rd, Forest Hill Blvd

Evaluate the Feasibility of Deploying “Twenty is Plenty” Speed Limit Strategy



SAFER ROAD USERS

Evaluate Implementation of “Crosswalks to Classrooms” Program

Conduct High Visibility Enforcement Operation/ Educational Traffic Stop Program



SAFER VEHICLES

Consider Emerging Vehicle Safety and Connected Vehicle Technology When Purchasing New Fleet Vehicles

Publicize The Availability Of The “SaferCar” Phone Application For Recall Notifications



POST CRASH CARE

Promote CPR / Emergency First Aid Training to Village Staff, Volunteers, and Coaches

Promote Connected Smart Intersections for Dispatching First Responders in collaboration with Palm Beach County

VILLAGE OF PALM SPRINGS VISION ZERO

Priority Projects Identified

- High-crash corridors and intersections
- Nighttime and pedestrian-focused improvements
- Engineering strategies:
  - Speed tables, curb extensions, lighting upgrades
  - RRFBs and high-visibility crosswalks

40+ MPH road



SS4A Demonstration Grant Overview

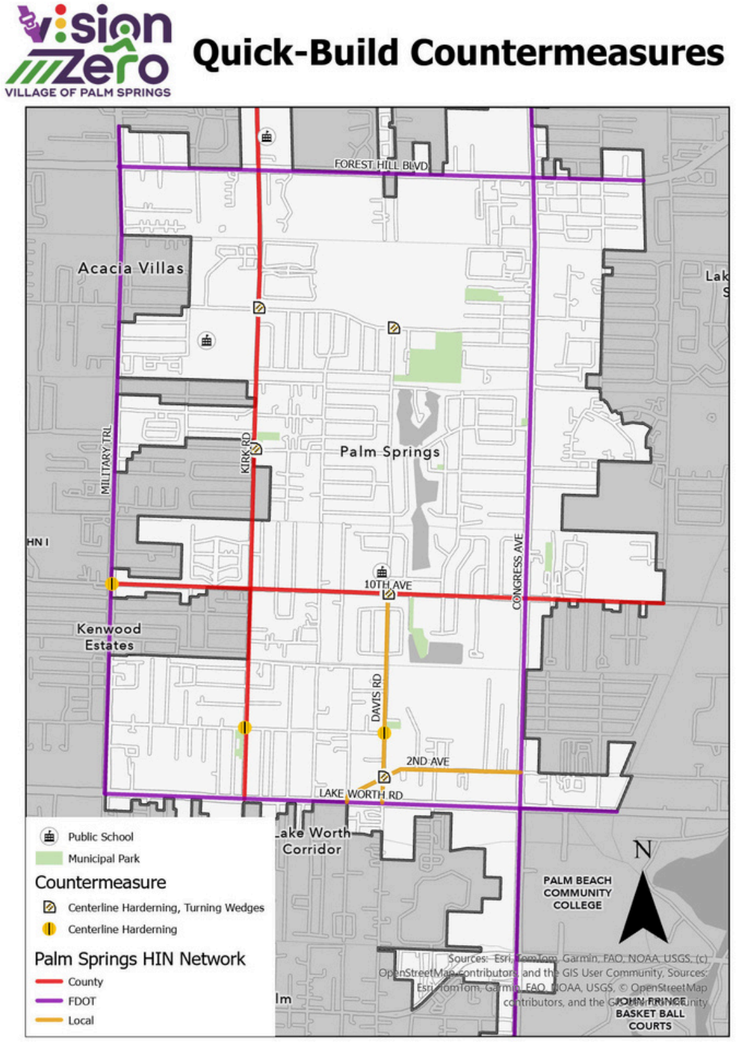
The Village is seeking $464,000 through the Vision Zero Planning and Demonstration Grant, with a local match of $116,000

- Goal: Implement and evaluate quick-build traffic calming measures at schools, parks, and along the Village's High Injury Network
- Treatments include MUTCD-compliant sidewalk extensions, centerline hardening, and turning wedges
- Project will support development of replicable engineering standards for Palm Beach County
- Community engagement and interagency coordination will be central to implementation

VILLAGE OF PALM SPRINGS VISION ZERO

Next Steps for Grant Submission

- Finalize scope and locations for quick-build pilot projects
- Gather letters of support from stakeholders
- Submit full SS4A application by summer 2025 deadline
- If awarded, pilot installation and evaluation will take place in 2026 to inform Vision Zero Plan update



COMMENTS & QUESTIONS

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NUE URBAN CONCEPTS

LAND USE · MOBILITY · PARKING · FEES

MOBILITY PLAN & MOBILITY FEE

VILLAGE OF PALM SPRINGS

1ST Reading of Ordinance



June 12th, 2025

Jonathan B. Paul, AICP

NUE URBAN CONCEPTS

LAND USE • MOBILITY • PARKING • FEES

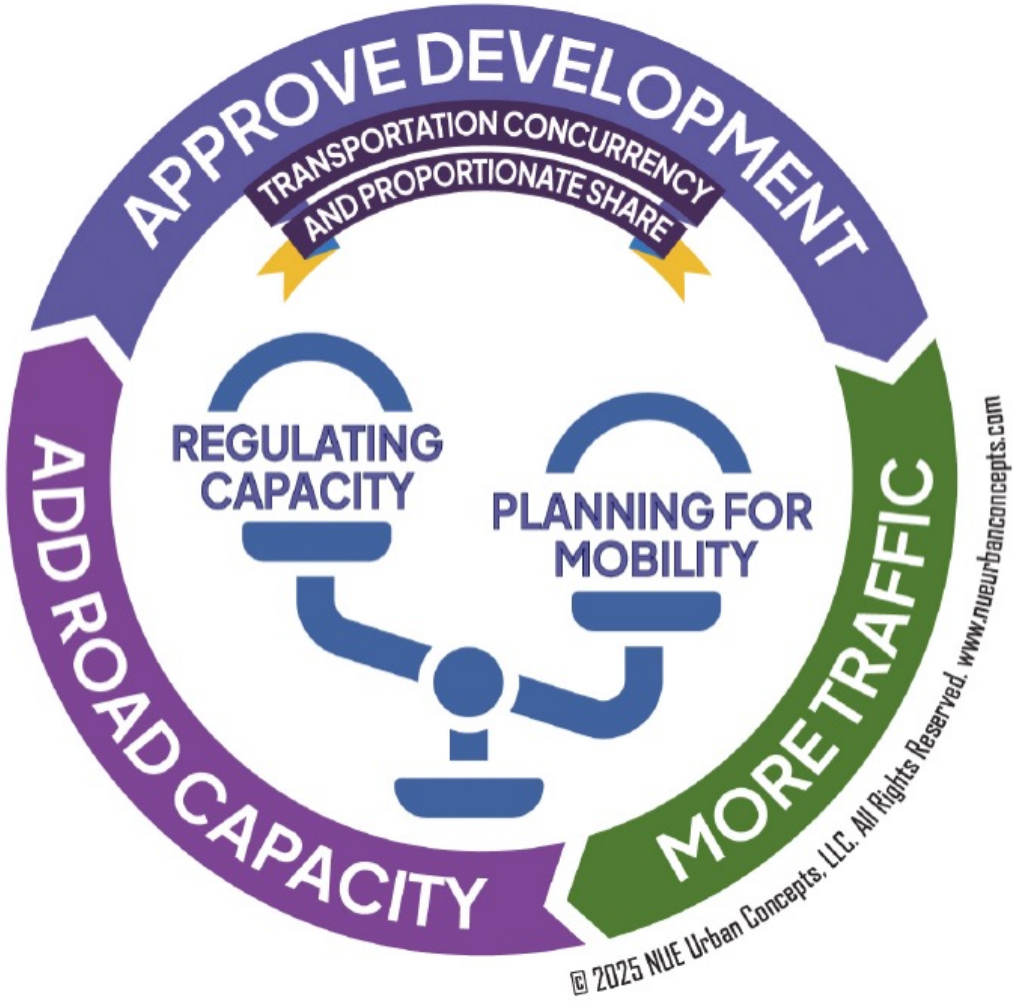
MOVING BEYOND TRANSPORTATION CONCURRENCY

House Bill 479:

Alternative Transportation System

to replace:

- Transportation concurrency
- Proportionate share
- Road impact fees



HOW ARE FEES CURRENTLY ASSESSED?

- Palm Beach County assesses its full Road Impact Fee
- Palm Springs collects the County Road Impact Fee on behalf of the County
- Palm Springs remits the Road Impact Fee to the County
- Palm Beach County funds transportation projects with the Road Impact Fee

HOUSE BILL 479: ADOPTED IN 2024

- **Reiterated that any local government can adopt an alternative transportation system, such as a mobility plan & mobility fee, to replace transportation concurrency, proportionate share, and transportation mitigation fees.**

- **Only one mitigation fee may be collected, by the entity issuing building permits, from development in the City to mitigate transportation impacts.**

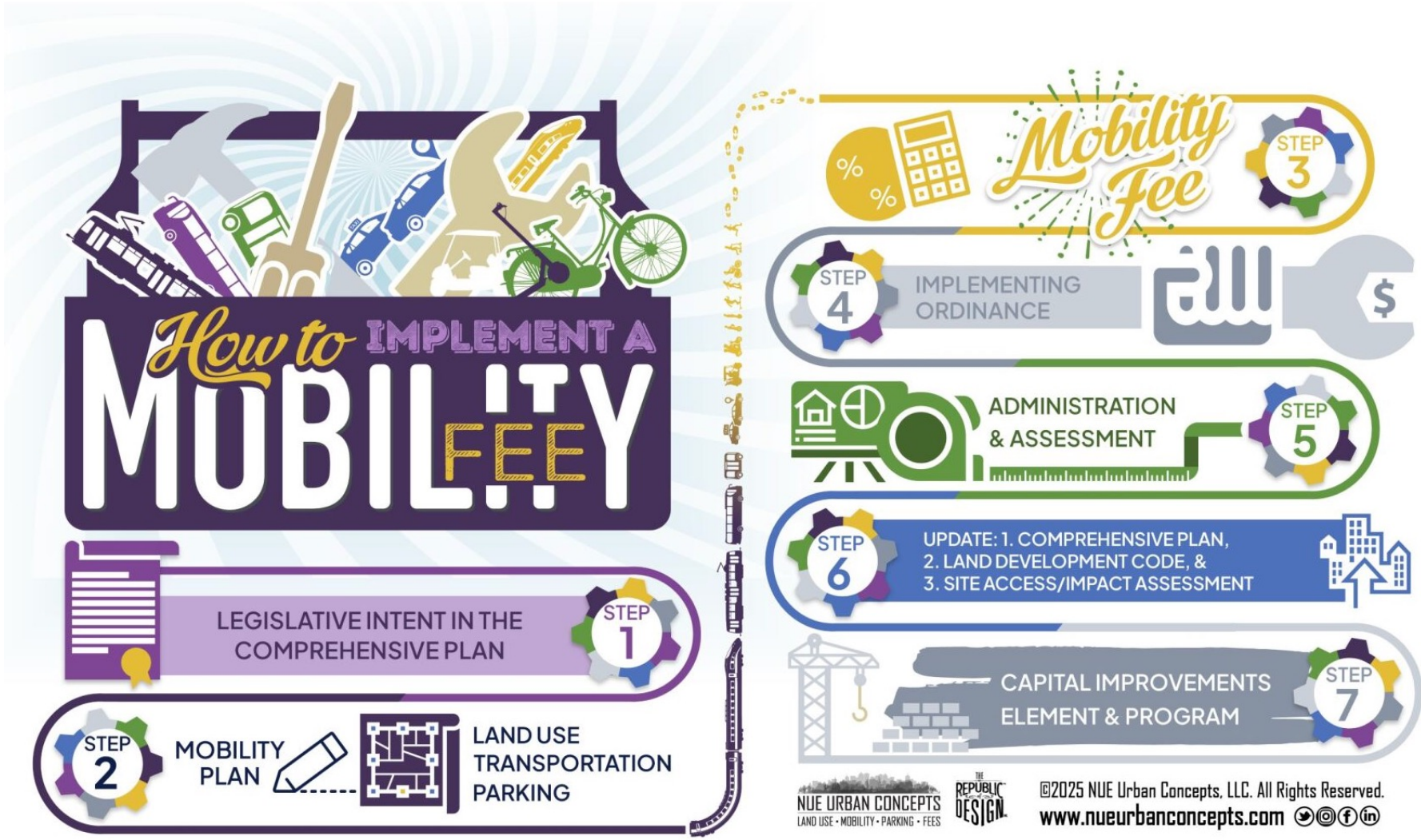
- **Mobility Fee must be based on Mobility Plan projects.**
- **Negotiate interlocal agreement with County based on Mobility Plan projects.**

WHAT IS A MOBILITY FEE?

- Intended to replace the County Mobility Fee
- One-time fee paid by (re)development
- Intended to mitigate transportation impact
- Funding source for Mobility Projects
- Funds variety of Multimodal Infrastructure
- Funds policies, programs and services



HOW TO IMPLEMENT A MOBILITY FEE



VILLAGE OF PALM SPRINGS

MOBILITY FEE
TECHNICAL REPORT

JUNE 2025



MOBILITY COHORT

NUE URBAN CONCEPTS
LAND USE • MOBILITY • PARKING • FEES

futureplan

DDEC

THE REPUBLIC OF DESIGN

VILLAGE OF PALM SPRINGS FLORIDA

DEVELOPMENT OF A MOBILITY PLAN & FEE

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LAND USE • MOBILITY • PARKING • FEES
THE REPUBLIC OF DESIGN

1 REVIEW ADOPTED PLANS
Comprehensive Plan, Long Range Transportation Plan, Special Plans, & Studies

2 ESTABLISH STUDY AREA
Identify Limits of Study Area & Roads to Evaluate

3 UNDERTAKE DATA COLLECTION
Existing Traffic Characteristics, Infrastructure, & Mobility Services

4 PROJECT FUTURE GROWTH
Existing & Future Demographics, Vehicle Miles of Travel & Person Miles of Travel
(Legal Test: The first component of the dual rational nexus test is to demonstrate need)

5 IDENTIFY MOBILITY PROJECTS
Improvements, Programs & Services such as: Sidewalks, multi-use trails, cycle tracks, traffic calming, pedestrian safety and intersection improvements, multimodal crossings, pedestrian bridges, raised intersections, roundabouts,wider roads, and microtransit

6 PREPARE MOBILITY PROJECT COST
Planning Level Cost Estimates

7 DEVELOP MOBILITY PLAN
Mobility Projects, Planning Level Cost, & Person Miles of Capacity
(Florida Statute Requirement: Mobility Fees required to be based on a Mobility Plan)

8 EVALUATE EXISTING CONDITIONS
Calculate Vehicle Miles of Travel & Capacity
(Legal Test: Demonstrate growth is not paying for existing backlog / deficiency)

9 IDENTIFY FUNDING
Existing, Programmed & Reasonably Anticipated Funding Sources

10 CONDUCT NEW GROWTH EVALUATION
Mobility Plan Cost Attributable to New Growth
(Legal Test: Demonstrate new growth is not paying more than its attributable share of mobility plan project cost)

11 CALCULATE PERSON MILES OF CAPACITY RATE
PMC Rate Attributable to New Growth
(Legal Test: Demonstrate that the cost of mobilty projects is attributable and assignable to new growth)

12 ESTABLISH MOBILITY FEE SCHEDULE OF USES
Palm Springs Specific Schedule of Uses

13 ESTABLISH ASSESSMENT AREA
Defined Area for Mobility Fee Assessment

14 CALCULATE PERSON TRAVEL DEMAND
Trip Generation, % New Trips, Vehicle Trip Length, Limited Access, Origin/Destination, and Person Miles of Travel Factors
(Legal Test: Demonstrate that the fee is roughly proportional to the impact of new growth)

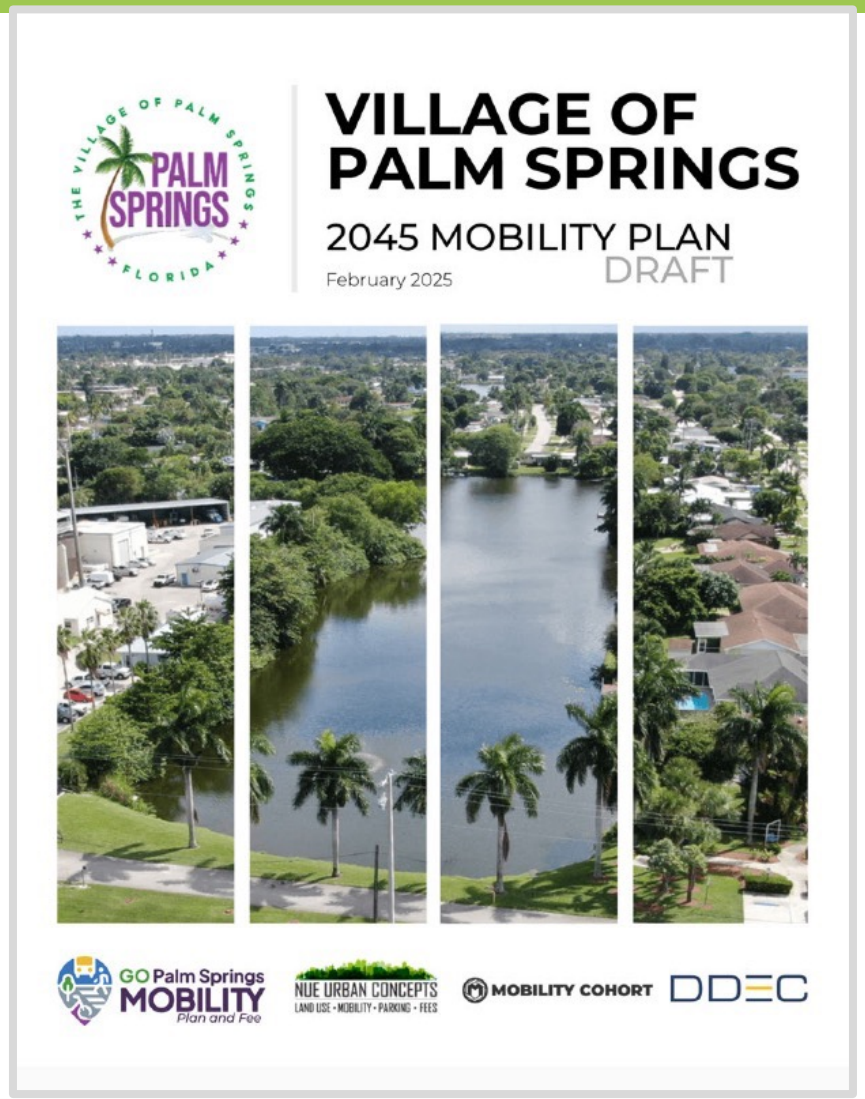
15 CALCULATE MOBILITY FEE PER USE
Mobility Fee per Specific Use

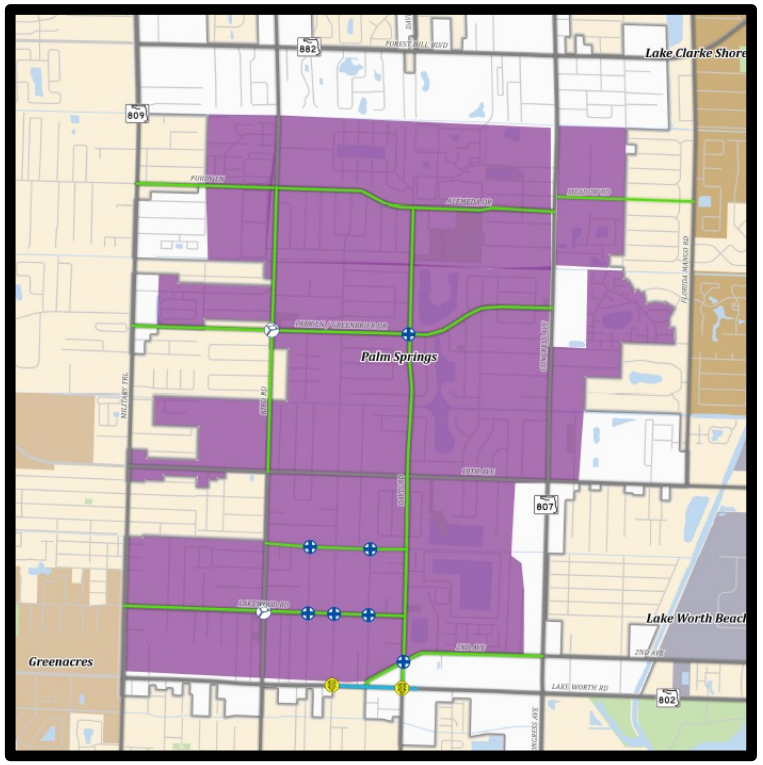
16 ESTABLISH BENEFIT DISTRICT
Defined Area for Mobility Fee Expenditure
(Legal Test: The second component of the dual rational nexus test is to demonstrate benefit)

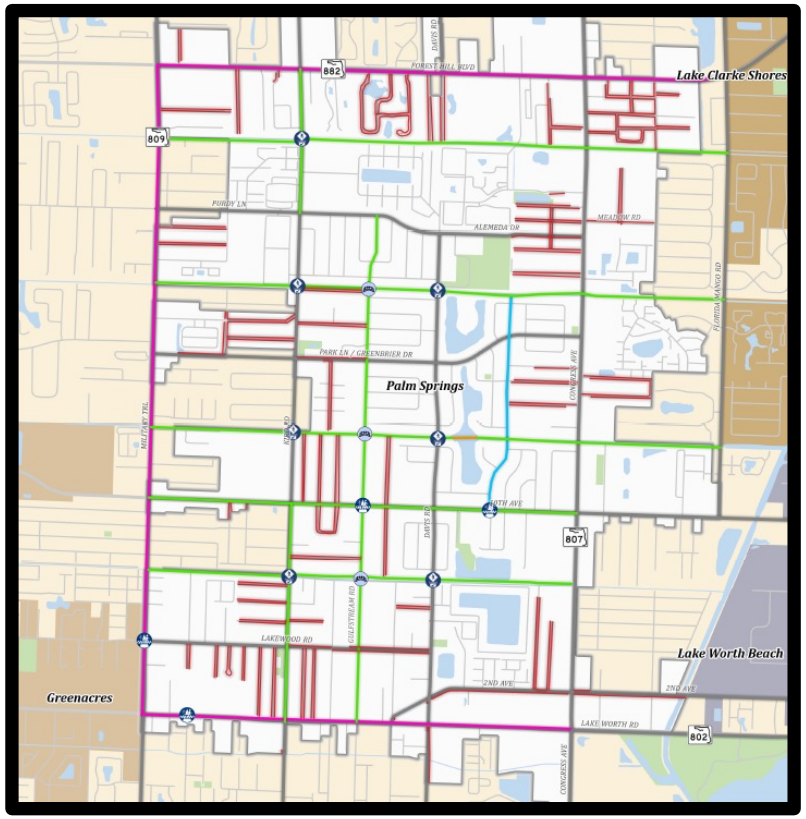
17 DEVELOP TECHNICAL REPORT
Document Data Sources and Methodology
(Demonstrate that the Mobility Plan & calculated Mobility Fee meet legal and statutory requirements

18 DEVELOP IMPLEMENTING ORDINANCE
Establish Findings, Specify Assessments, Exemptions, Credits, Off-Sets, Independent & Special Studies, Collection, Expenditure, Refunds, Annual Reporting, & Updates
(Demonstrate legal & statutory compliance)

2045 MOBILITY PLAN – BASIS FOR MOBILITY FEE







MOBILITY FEE CALCULATIONS

Person Miles of Capacity rate (PMCr)

∑ PLC = (∑ RPc + ∑ MPc + ∑ MPPc)

∑ AF = (∑ RPf + ∑ MPf + ∑ MPPf + ∑ OSf)

PLCa = (∑ PLC - ∑ AF)

MPCa = ((PLCa x ECEf) x NGEf)

PMCr = (MPCa / PMCi)

Where:

PLC = Planning Level Cost (Table 6)

AF = Anticipated Funding (Table 7)

c = Cost

f = Funding

RP = Roadway Plan (Appendix G)

MP = Multimodal Plan (Appendix H)

MPP = Mobility Programs Plan (Appendix I)

OS = Other Sources (Table 7)

PLCa = Attributable Cost of Mobility Plan Projects (Table 9)

ECEf = Existing Conditions Evaluation factor of 1.00 (Table 5)

NGEf = New Growth Evaluation factor of 0.99 (Table 8)

MPCa = Assignable Cost of Mobility Plan Projects (Table 9)

PMCi = Person Miles of Capacity increase (Table 6)

PMCr = Person Miles of Capacity Rate (Table 9)

Prepared by NUE Urban Concepts, LLC

Person Miles of Travel increase (PMTi)

∑ VMTtp = (∑ VTtp x VTLtp)

∑ PMTtp = (∑ PTtp x PTLtp)

PMTf = (∑ of PMTtp / ∑ of VMTtp)

VMTi = (2045 VMT - 2025 VMT)

PMTi = (VMTi x PMTf)

Where:

∑ VTtp = Sum of Vehicle Trips by trip purpose (Appendix E)

∑ PTtp = Sum of Person Trips by trip purpose (Appendix E)

VTLtp = Average Vehicle Trip Length by trip purpose (Appendix E)

PTLtp = Average Person Trip Length by trip purpose (Appendix E)

VMT = Vehicle Miles of Travel

PMT = Person Miles of Travel

∑ VMTtp = Sum of Vehicle Miles of Travel by trip purpose (Appendix E)

∑ PMTtp = Sum of Person Miles of Travel by trip purpose (Appendix E)

PMTf = Person Miles of Travel factor of 1.54 (Appendix E)

VMTi = Vehicle Miles of Travel Increase (Table 2)

PMTi = Person Miles of Travel increase (Table 3)

Prepared by NUE Urban Concepts, LLC

PERSON TRAVEL DEMAND PER USE (PTDu)

Person Travel Demand per use (PTDu)

VMTu = ((((TG x % NEW) x VTl) x LAEf) x ODf)

PTDu = (VMTu x PMTfu)

Where:

VMTu = Vehicle Miles of Travel per use (Appendix K)

TG = Trip Generation (Appendix J)

%NEW = Percent of Trips that are Primary Trips (Appendix K)

VTl = Vehicle Trip Length by Trip Purpose (Appendix K)

LAEf = Limited Access Evaluation factor of 0.754 (Table 10)

ODf = Origin and Destination Factor of 0.50 (Appendix K)

PTDu = Person Travel Demand per use (Appendix K)

PMTfu = Person Miles Travel factor per use (Appendix K)

Prepared by NUE Urban Concepts, LLC

Trip Generation (TG): 5.62

% New Trips (%NT): 1.00

Vehicle Trip Length (VTl): 3.86

Limited Access Adjustment factor (LAEF): 0.754

Origin & Destination Factor (ODf): 0.50

Vehicle Miles of Travel (VMT): 8.18

Person Miles of Travel factor (PMTF): 1.61

Person Travel Demand (PTD): 13.17

((((TG x % NT) x VTl) x LAEf) x ODf) = VMT; (VMT x PMTf) = PTDu

((((5.62 x 1.00) x 3.86) x 0.754) x 0.50) = 8.18; (8.18 x 1.61) = 13.17

MOBILITY FEE SCHEDULE

Mobility Fee per use (MFu)

MFu = (PTDu x PMCr)

MFau = (MFu x UMu)

Where:

MFu = Mobility Fee per use (Appendix N)

PTDu = Person Travel Demand per use (Appendix K)

PMCr = Person Miles of Capacity Rate (Table 9)

MFau = Mobility Fee assessed per use

UMu = Unit of Measure per Use (Appendix N)

Prepared by NUE Urban Concepts, LLC

Mobility Fee Schedule

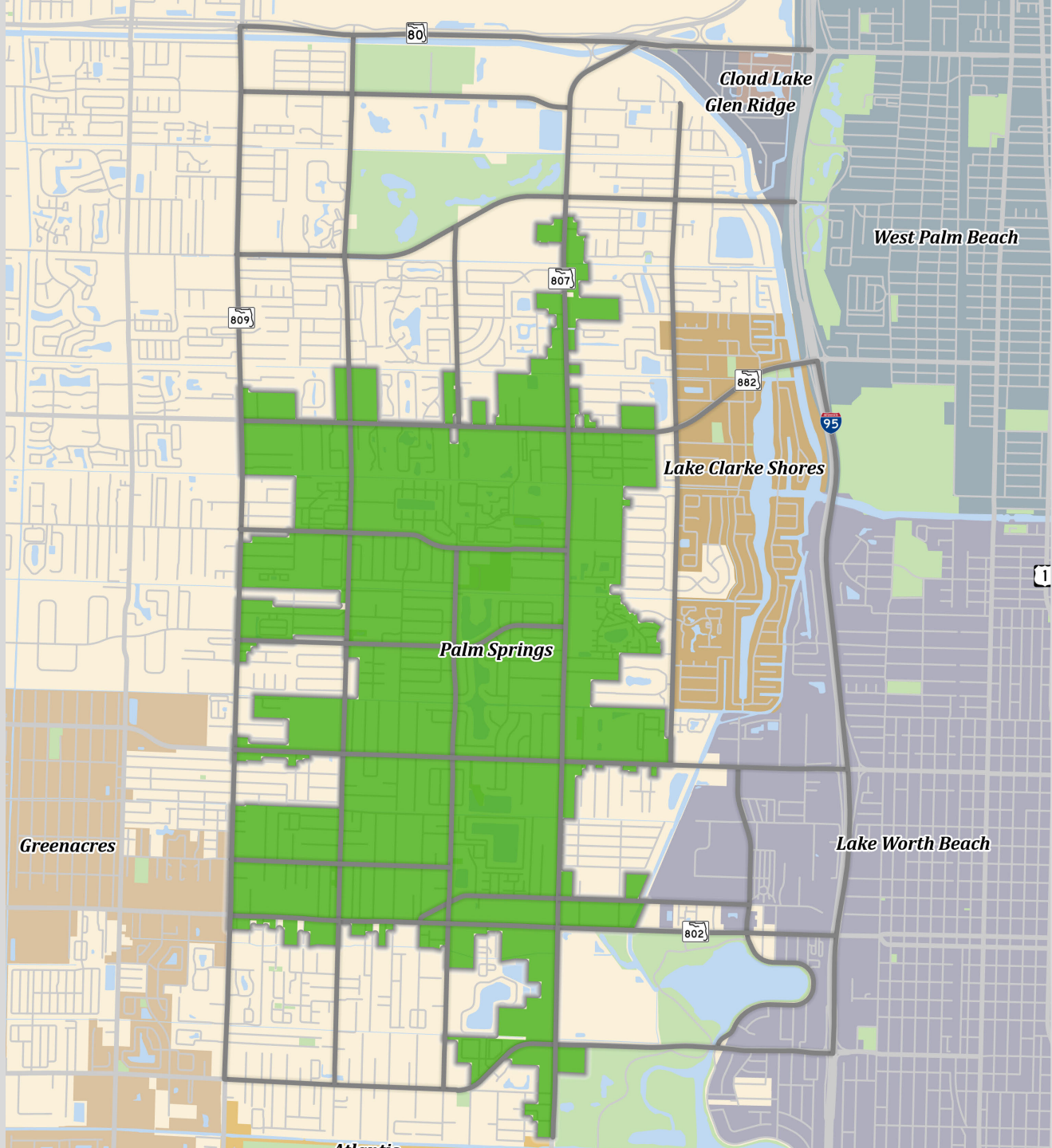
(for reference only: details to follow)

VILLAGE OF PALM SPRINGS MOBILITY FEE		
LAND USE CATEGORIES (DARK GREY), USE CLASSIFICATIONS, & REPRESENTATIVE USES (IN PARENTHESES)	UNIT OF MEASURE (UOM)	2025 MOBILITY FEE
Residential Uses		
Residential Dwelling (attached, detached, duplex, group, row, multiple-family, single-family)	per 1,000 Sq. Ft.	$4,437
Institutional Uses		
Community Serving (Center, Club, Clubhouse, Lodge, Museum, Performance Venues, Place of Assembly or Worship)	per 1,000 Sq. Ft.	$2,450
Long Term Care (Adult Day Care, Assisted Living, Continuum of Care Facility, Group Care, Nursing Home)	per 1,000 Sq. Ft.	$3,472
Private Education (Afterschool, Child Care or Day Care, K-12, Pre-K, Trade School, Tutor)	per 1,000 Sq. Ft.	$4,573
Commercial Recreation Facility Uses		
Outdoor Recreation (Courts, Fields, Fitness, Golf, Multi-Purpose, Sports)	per Acre	$23,029
Indoor Recreation (Fitness, Gym, Health, Indoor Amusement, Entertainment or Sports, Kids Activities or Fitness)	per 1,000 Sq. Ft.	$14,610
Industrial Uses		
Industrial (Heavy, Flex-Unit, Light, Micro-brewery, Self or Outdoor Storage, Utilities)	per 1,000 Sq. Ft.	$2,408
Office Uses		
Business (Business, Profession and Occupation, Business or Professional Service, Higher Education, Hospital)	per 1,000 Sq. Ft.	$6,045
Medical or Dental (Clinic, Dental, Health Service, Laboratory, Emergency Care, Rehab, Veterinary)	per 1,000 Sq. Ft.	$14,089
Retail Sales and Service Uses		
Retail (Discount, Large Scale, Nursery, Personal Services, Sales & Services, Superstore, Variety, Vehicle Sales)	per 1,000 Sq. Ft.	$9,134
High Impact Retail (Drinking Establishment, Financial Service, Full Service Restaurant, Grocery, Package Liquor, Pharmacy)	per 1,000 Sq. Ft.	$19,884
Convenience Retail (Convenience Store, Gas or Service Station)	per 1,000 Sq. Ft.	$37,851
Quick Service Restaurant (Carry Out, Delivery Oriented, Drive-In, Fast Casual, Fast Food)	per 1,000 Sq. Ft.	$49,438
Non-Residential Additive Uses (All uses are additive except mobile residence and overnight lodging)		
Automotive Repair Establishment (Major or Minor Repair, Tires)	per Bay or Stall	$7,733
Commercial Use Drive-Thru (Convenience, Dry Cleaner, High Impact Retail, Retail)	per Lane	$23,424
Financial Service Drive-Thru Lane or Free-Standing ATM (Banks, Credit Unions, Other Financial)	per Lane / ATM	$23,836
Overnight Lodging (B&B, Hotel, Motel, Short Term Vacation Rental)	per Room	$4,213
Quick Service Restaurant Drive Thru	per Lane	$53,077
Mobile Residence (Mobile Home (MH), Recreational Vehicle (RV), Travel Trailer (TT), MH, RV, and / or TT Park)	per Space / Lot	$3,529
Vehicle Charging or Fueling (Commercial Facility which requires Membership or Payment)	per Charging or Fueling Position	$16,196
Vehicle Cleaning (Automated, Carwash, Detailing, Self-Service, Wash, Wax)	per Lane or Stall plus per five (5) Stations	$27,919
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ASSESSMENT AREA



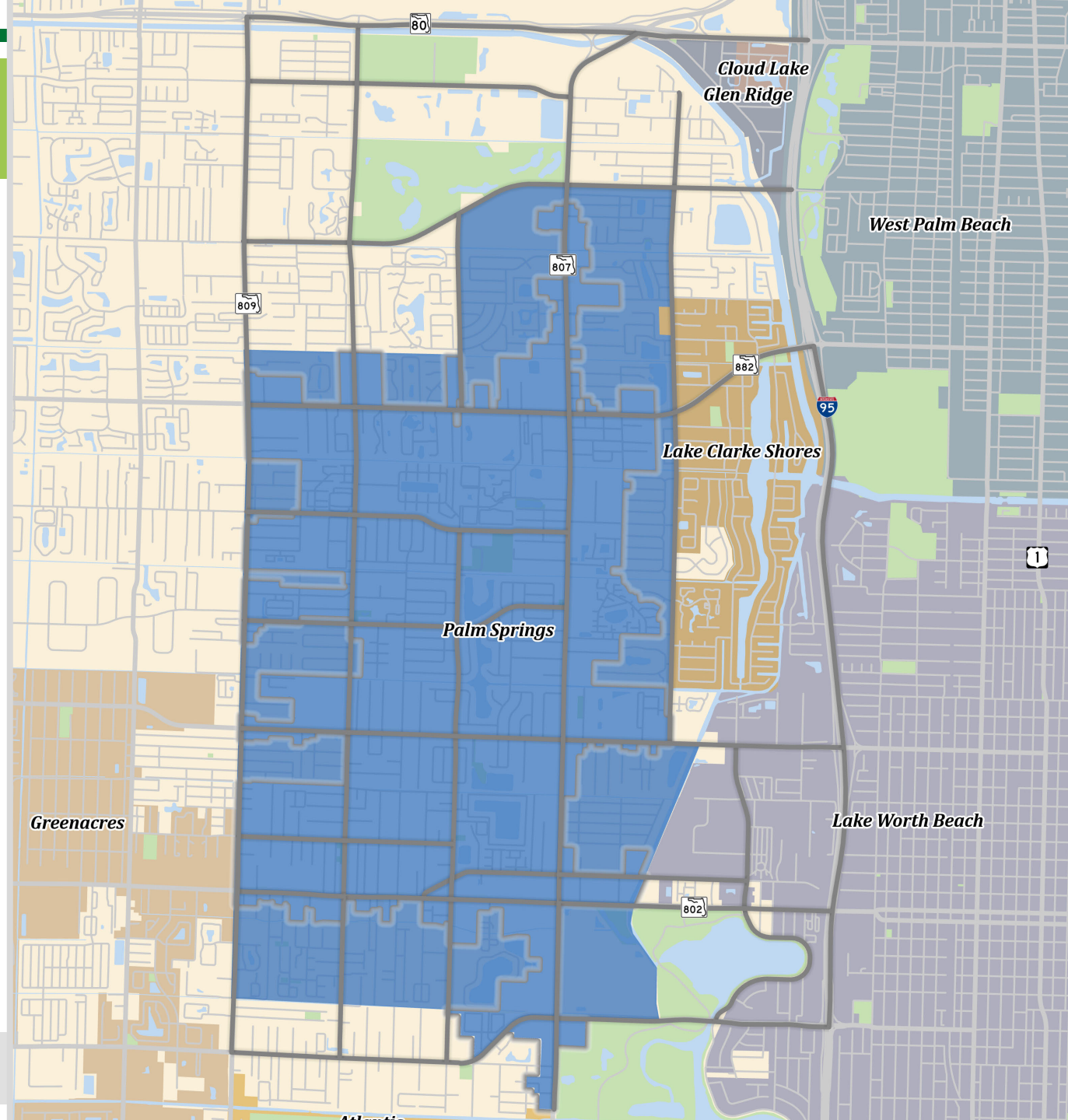
VILLAGE OF PALM SPRINGS



BENEFIT DISTRICT



VILLAGE OF PALM SPRINGS



MOBILITY FEE SCHEDULE - RESIDENTIAL

RESIDENTIAL USES	UNIT OF MEASURE	2025 PALM SPRINGS MOBILITY FEE	EXISTING COUNTY ROAD IMPACT FEE	VILLAGE FEE vs. COUNTY FEE
Residential Dwelling (attached, detached, duplex, group, row, multiple-family, single-family)	per 1,000 Sq. Ft.	$3,659	$5,597.40	-34.6%
Single Family Detached **Example** (1,500 sq. ft.)	per 1,000 Sq. Ft.	$5,489	$5,597.40	-1.9%
Mult-Family Residential Apartment **Example** (900 sq. ft.)	per 1,000 Sq. Ft.	$3,293	$3,537.80	-6.9%

MOBILITY FEE SCHEDULE - INSTITUTIONAL

INSTITUTIONAL USES	UNIT OF MEASURE	2025 PALM SPRINGS MOBILITY FEE	EXISTING COUNTY ROAD IMPACT FEE	VILLAGE FEE vs. COUNTY FEE
Community Serving (Center, Club, Clubhouse, Lodge, Museum, Performance Venues, Place of Assembly or Worship)	**per 1,000 Sq. Ft.**	**$2,598**	**$2,673.60**	**-2.8%**
Long Term Care (Adult Day Care, Assisted Living, Continuum of Care Facility, Group Care, Nursing Home)	**per 1,000 Sq. Ft.** Per Bed (PBC)	**$2,863**	**$677.02**	***322.9%***
Assisted Living Facility - EXAMPLE Example (County conversion to per 1,000 sq. ft. based on 4 beds per 1,000 sq. ft.)	**per 1,000 Sq. Ft.**	***$3,771***	**$2,708.08**	***11.4%***
Private Education (Afterschool, Child Care or Day Care, K-12, Pre-K, Trade School, Tutor)	**per 1,000 Sq. Ft.** Per Student (PBC)	**$3,771**	**$530.10**	***611.4%***
Private Education - EXAMPLE Example (County conversion to per 1,000 sq. ft. based on 7 students per 1,000 sq. ft.)	**per 1,000 Sq. Ft.**	***$3,771***	**$3,710.70**	***1.6%***

MOBILITY FEE SCHEDULE - COMMERCIAL

COMMERCIAL RECREATION FACILITY USES	UNIT OF MEASURE	2025 PALM SPRINGS MOBILITY FEE	EXISTING COUNTY ROAD IMPACT FEE	VILLAGE FEE vs. COUNTY FEE
Outdoor Recreation (Courts, Fields, Fitness, Golf, Multi-Purpose, Sports)	per Acre	$18,992	$12,196.40	55.7%
Outdoor Recreation Example (County conversion to acres based on 2 courts per acre)	per Acre per Court (PBC)	*$18,992*	$24,392.80	-22.1%
Indoor Recreation (Fitness, Gym, Health, Indoor Amusement, Entertainment or Sports, Kids Activities or Fitness)	per 1,000 Sq. Ft.	$13,770	$14,425.75	-4.5%

MOBILITY FEE SCHEDULE - INDUSTRIAL

INDUSTRIAL USES	UNIT OF MEASURE	2025 PALM SPRINGS MOBILITY FEE	EXISTING COUNTY ROAD IMPACT FEE	VILLAGE FEE vs. COUNTY FEE
Industrial (Heavy, Flex-Unit, Light, Micro-brewery, Self or Outdoor Storage, Utilities)	**per 1,000 Sq. Ft.**	**$1,986**	**$1,987.75**	***-0.1%***

MOBILITY FEE SCHEDULE - OFFICE

OFFICE USES	UNIT OF MEASURE	2025 PALM SPRINGS MOBILITY FEE	EXISTING COUNTY ROAD IMPACT FEE	VILLAGE FEE vs. COUNTY FEE
Business (Business, Profession and Occupation, Business or Professional Service, Higher Education, Hospital)	per 1,000 Sq. Ft.	$4,362	$4,464.26	-2.3%
Medical or Dental (Clinic, Dental, Health Service, Laboratory, Emergency Care, Rehab, Veterinary)	per 1,000 Sq. Ft.	$9,960	$10,308.45	-3.4%

MOBILITY FEE SCHEDULE - RETAIL

RETAIL SALES AND SERVICE USES	UNIT OF MEASURE	2025 PALM SPRINGS MOBILITY FEE	EXISTING COUNTY ROAD IMPACT FEE	VILLAGE FEE vs. COUNTY FEE
Retail (Discount, Large Scale, Nursery, Personal Services, Sales & Services, Superstore, Variety, Vehicle Sales)	per 1,000 Sq. Ft.	$7,533	$7,906.85	-4.7%
High Impact Retail (Drinking Establishment, Financial Service, Full Service Restaurant, Grocery, Package Liquor, Pharmacy)	per 1,000 Sq. Ft.	$13,666	$14,836.87	-7.9%
Convenience Retail Convenience Store, Gas or Service Station)	per 1,000 Sq. Ft.	$43,449	$48,334.10	-10.1%
Quick Service Restaurant (Carry Out, Delivery Oriented, Drive-In, Fast Casual, Fast Food)	per 1,000 Sq. Ft.	$40,773	$40,105.46	1.7%

MOBILITY FEE SCHEDULE – NON-RESIDENTIAL

NON-RESIDENTIAL USES	UNIT OF MEASURE	2025 PALM SPRINGS MOBILITY FEE	EXISTING COUNTY ROAD IMPACT FEE	VILLAGE FEE vs. COUNTY FEE
Automotive Repair Establishment (Major or Minor Repair, Tires)	per Bay or Stall	$6,378	$6,340.97	0.6%
Commercial Use Drive-Thru (Convenience, Dry Cleaner, High Impact Retail, Retail)	per Lane	$16,099	--	
Financial Service Drive-Thru Lane or Free-Standing ATM (Banks, Credit Unions, Other Financial)	per Lane / ATM	$19,658	--	
Overnight Lodging (B&B, Hotel, Motel, Short Term Vacation Rental)	per Room	$3,040	$2,329.67	30.5%

MOBILITY FEE SCHEDULE – NON-RESIDENTIAL

NON-RESIDENTIAL USES	UNIT OF MEASURE	2025 PALM SPRINGS MOBILITY FEE	EXISTING COUNTY ROAD IMPACT FEE	VILLAGE FEE vs. COUNTY FEE
Quick Service Restaurant Drive Thru	per Lane	$43,774	--	
Mobile Residence Mobile Home (MH), Recreational Vehicle (RV), Travel Trailer (TT), MH, RV, and / or TT Park)	per Space / Lot	$2,037	$1,970.30	*3.4%*
Vehicle Charging or Fueling (Commercial Facility which requires Membership or Payment)	per Charging or Fueling Position	$9,736	$7,954.35	*22.4%*
Vehicle Cleaning (Automated, Carwash, Detailing, Self-Service, Wash, Wax)	per Lane or Stall plus per five (5) Stations	$15,351	$6,913.15	*122.1%*

NEXT STEPS

- Consider Comprehensive Plan Amendment (Adoption)
- 1st Reading of the Mobility Plan & Fee Ordinance (Provide Any Direction)
- 2nd Reading of the Ordinance (Adoption) – Schedule for July 10
- Best efforts to negotiate an Interlocal Agreement with the County

(Interlocal will be ongoing effort with County)

COMMENTS & QUESTIONS

Jonathan B. Paul, AICP | Principal

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Village of Palm Springs
Ordinance 2025-03 Public Hearing (2nd Reading)
Updates to the Village's Land Development Code (LDC)

June 12, 2025

Comp Plan and LDC

Per Florida Statutes:

Within one year of Comprehensive Plan amendments, the Village must update the Land Development Code to correspond to the new plan.

LDC Project Timeline

- **September 10, 2024** – TAC Kickoff Meeting
- **November 14, 2024** – Adoption Hearing of the Comprehensive Plan
- **November 2024** – Matrix of LDC Updates Drafted
- **November 26, 2024**– TAC Meeting # 1
- **December 2024** – Draft LDC (Strikethrough and Underline)
- **January 13, 2025** – TAC Meeting # 2
- **January/February 2025** – Village Staff/Legal Review Draft LDC
- **February 13, 2025** – Joint LDC Workshop (Council, PZB and CRA)
- **March 11, 2025** – P&Z Public Hearing
- **April 10, 2025** –Village Council Public Hearing (1st Reading)
- **April 29, 2025** – LIVE Property Owners Workshop
- **April 30, 2025** – Virtual Property Owners Workshop
- **May 8, 2025** – Village Council Public Hearing (1st Reading, Continuance)
- **June 12, 2025** – Village Council Adoption Hearing (2nd Reading)

April, Council requested Outreach to owners slated for rezoning

- **April 10, 2025** –Village Council Public Hearing (1st Reading, Continued to May 8)
- **April 29, 2025** – LIVE Property Owners Workshop
- **April 30, 2025** – Virtual Property Owners Workshop
- **May 8, 2025** – Village Council Public Hearing (1st Reading, Continuance)
- **June 12, 2025** – Village Council Adoption Hearing (2nd Reading)

Property Owner Outreach

All materials were double sided with English on one side and Spanish on the other side.



Approximately 200 properties slated for rezone to Commercial Renewal



Letters with bullet points about the new Zoning District



Flier: Two ways to participate

Property Owner Outreach

LIVE Meeting April 29

- Held at Village Hall
- 22 attendees



VIRTUAL MEETING APRIL 30

- Accessed via a QR Code
- 5 attendees



Updates presented at May 8th Meeting, approved with no changes

Refined regulations for new Zoning District (CR) including prohibited and special exception uses

Removed Sections related to College-Hospital Overlay

Refined submittal requirements for Littoral Planting Plans

Recommended Motion

Move to adopt Ordinance 2025-03 on second reading.

BONNIE LANDRY
&ASSOCIATES Professional Planning Services

Bonnie C. Landry, AICP
bonnie@bclandry.com
(772) 266-9427

SB180 Impacts

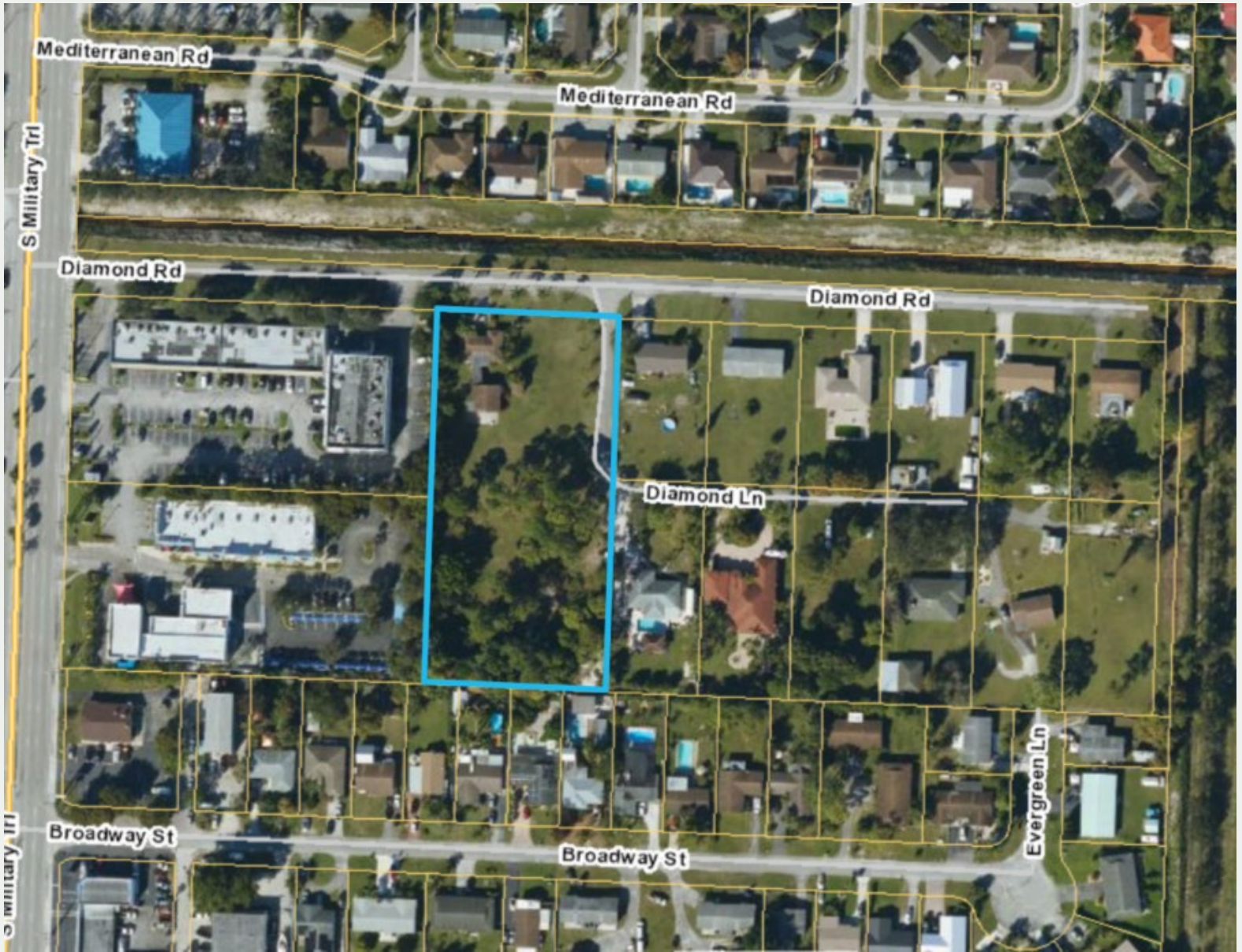
- Bill passed both chambers but **not yet signed into law**. Chance of veto is low with nearly unanimous passage.
- Prevents local governments from adopting **more restrictive or burdensome** policies, code, or procedures for site plan or development order review until until October 1, 2027
- Retroactive to August 1, 2024: any amendments null and void.
- A resident or local business owner may bring civil action for violation and may be entitled to attorney fees and damages.



INGLESIA CRISTO MISIONERA

4340 DIAMOND ROAD
VILLAGE OF PALM SPRINGS, FL

LOCATION MAP



- 2.07 ACRE SITE LOCATED AT THE INTERSECTION OF DIAMOND ROAD AND DIAMOND LANE APPROXIMATELY 420’ EAST OF MILITARY TRAIL

SITE PHOTOS





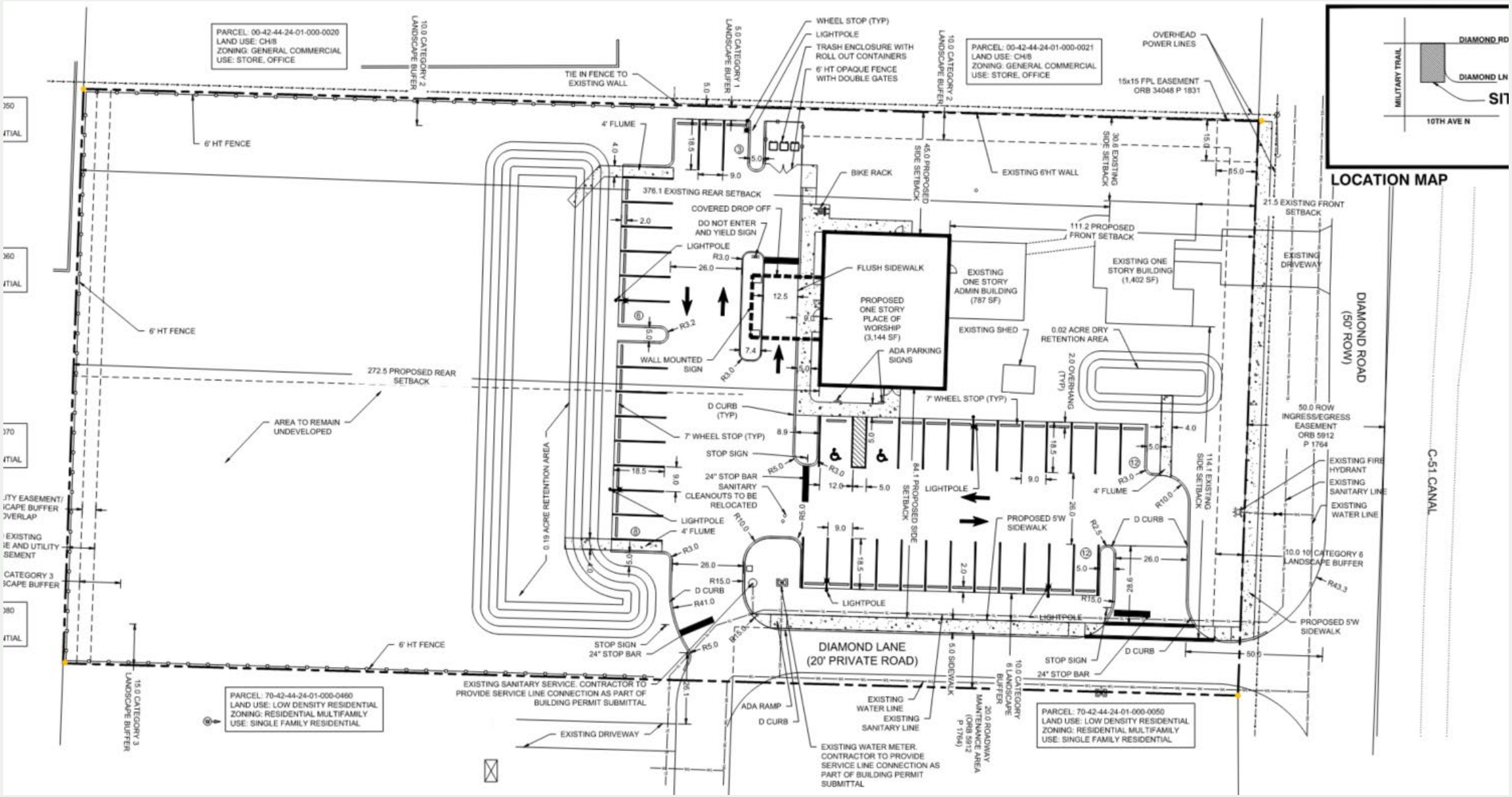






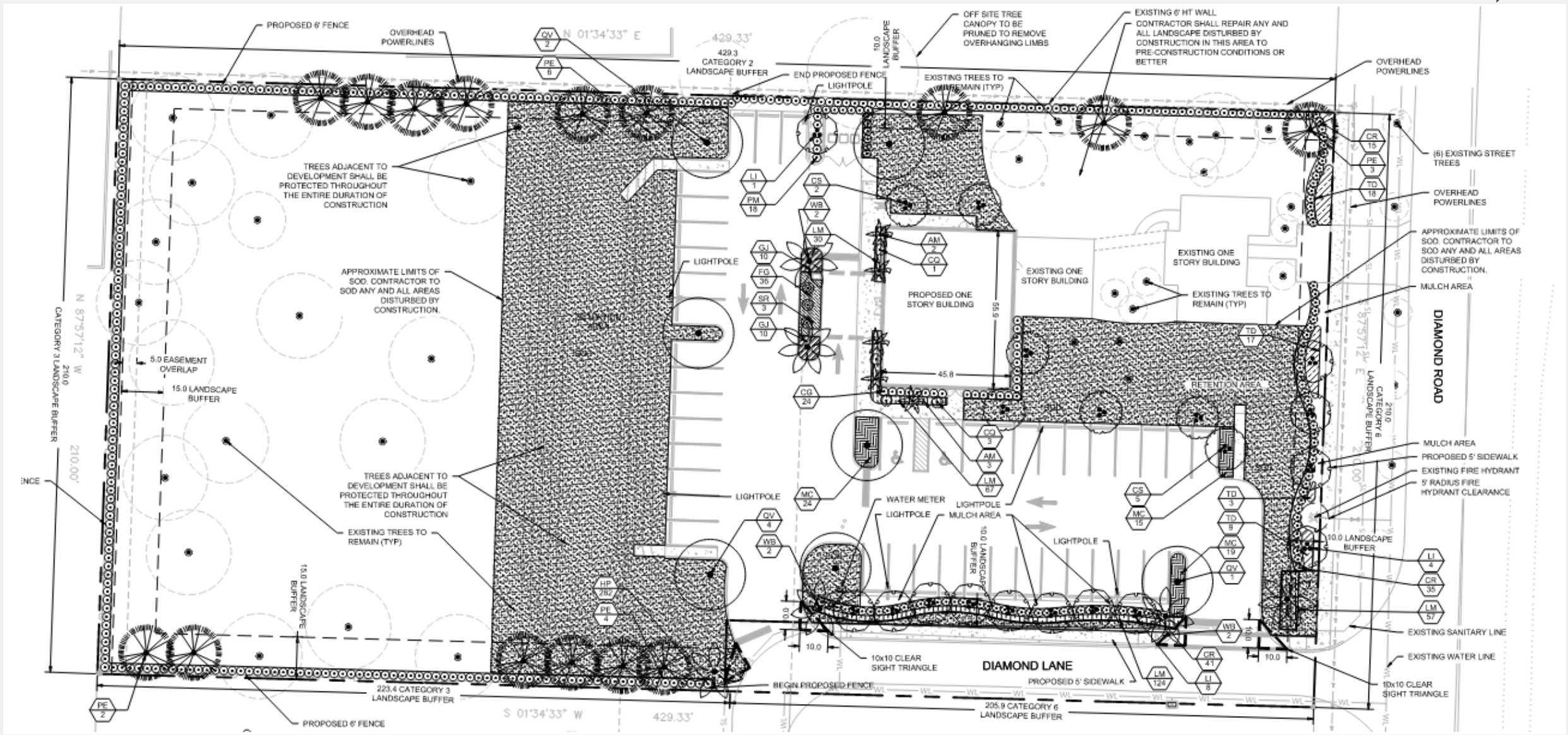
PROPOSED SITE PLAN

NORTH



PROPOSED LANDSCAPE PLAN

NORTH



CONCLUSION

- PLACE OF WORSHIP IS A PERMITTED SPECIAL EXEMPTION USE IN THE RS ZONING DISTRICT AND IS GENERALLY COMPATIBLE WITH SURROUNDING RESIDENTIAL USES
- SITE PLAN CONFORMS TO ALL VILLAGE OF PALM SPRINGS DEVELOPMENT STANDARDS
- SITE PLAN PROVIDES ENHANCEMENTS TO THE LANDSCAPE BUFFERS, NEW PARKING LOT, A NEWLY PAVED DRIVEWAY, DRAINAGE IMPROVEMENTS, AND PEDESTRIAN CONNECTIONS
- TRAFFIC GENERATION IS ‘INSIGNFIANT’ PER PALM BEACH COUNTY TRAFFIC PERFORMANCE STANDARDS (LESS THAN 21 PEAK HOUR TRIPS)
- NO ENVIRONMENTAL ISSUES
- STAFF RECOMMENDS CONDITIONAL APPROVAL

QUESTIONS

Village of Palm Springs

MOBILITY PLAN AND FEE
VISION ZERO ACTION PLAN

Council Workshop

MOBILITY COHORT

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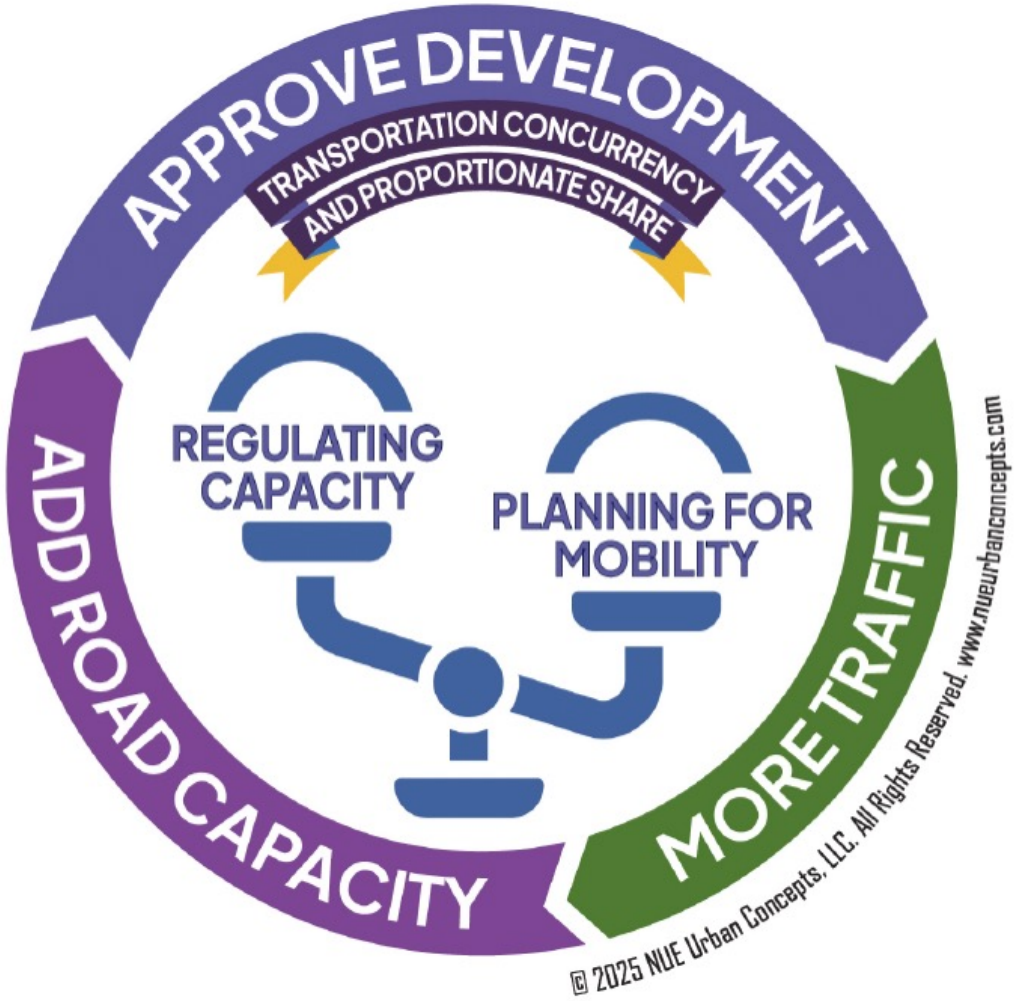
MOVING BEYOND TRANSPORTATION CONCURRENCY

House Bill 479:

Alternative Transportation System

to replace:

- Transportation concurrency
- Proportionate share
- Road impact fees



COMPREHENSIVE PLAN AMENDMENT

1. Incorporate Mobility Plan
2. Intent to adopt Mobility Fee
3. Move beyond Concurrency
4. Plan for Moving People not Counting Cars
5. Cooperative Planning



HOUSE BILL 479: ADOPTED IN 2024

- **Reiterated that any local government can adopt an alternative transportation system, such as a mobility plan & mobility fee, to replace transportation concurrency, proportionate share, and transportation mitigation fees.**

- **Only one mitigation fee may be collected, by the entity issuing building permits, from development in the City to mitigate transportation impacts.**

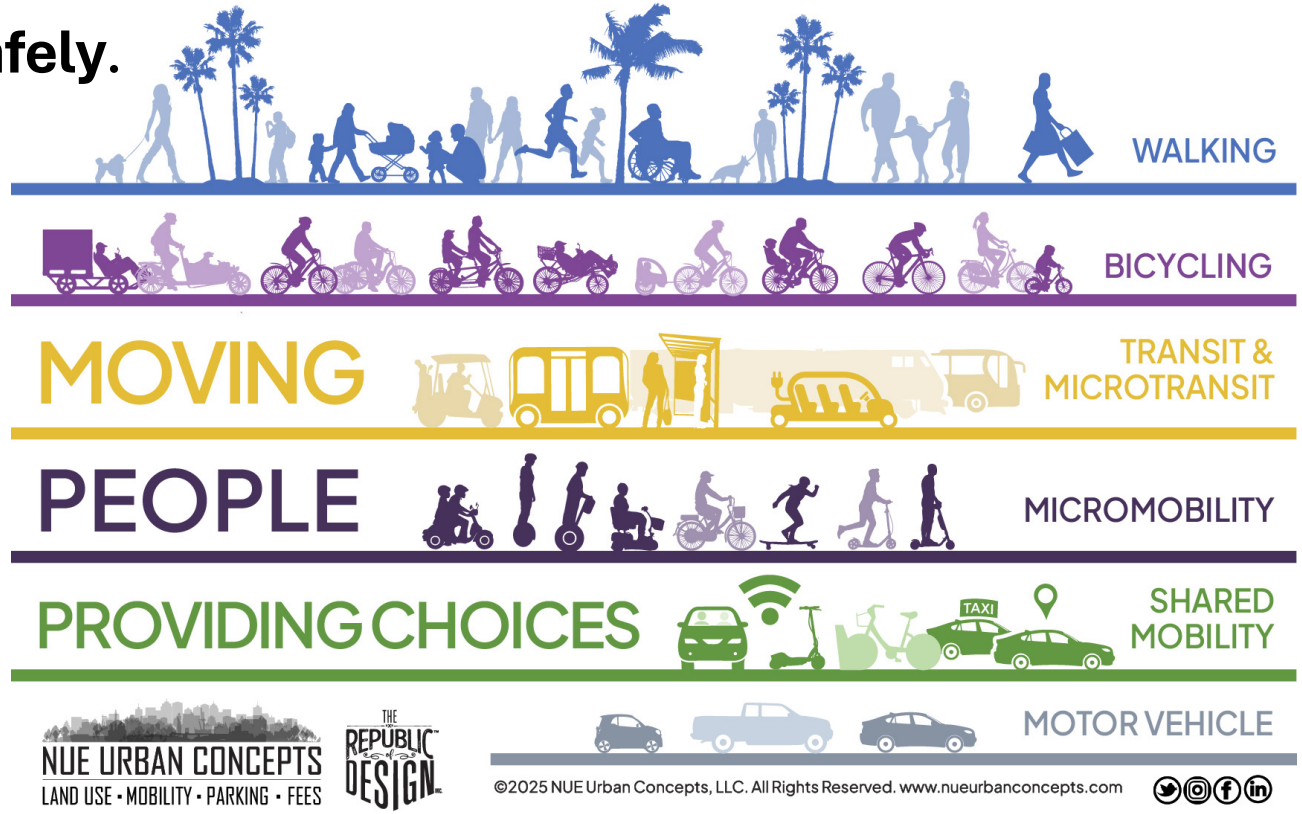
- **Mobility Fee must be based on Mobility Plan projects.**
- **Negotiate interlocal agreement with County based on Mobility Plan projects.**

HOW ARE FEES CURRENTLY ASSESSED?

- Palm Beach County assesses its full Road Impact Fee
- Palm Springs collects the County Road Impact Fee on behalf of the County
- Palm Springs remits the Road Impact Fee to the County
- Palm Beach County funds transportation projects with the Road Impact Fee

WHAT IS A MOBILITY PLAN?

- Vision for the City's transportation system to transition from one focused on moving vehicles quickly to **moving people safely**.
- Required by Florida Statute to serve as basis for development of a **Mobility Fee**.
- **Long-term plan** (2045 horizon)
- Identifies project needs (high-level)



EXISTING MOBILITY FEES AND SIMILAR PROGRAMS IN FLORIDA

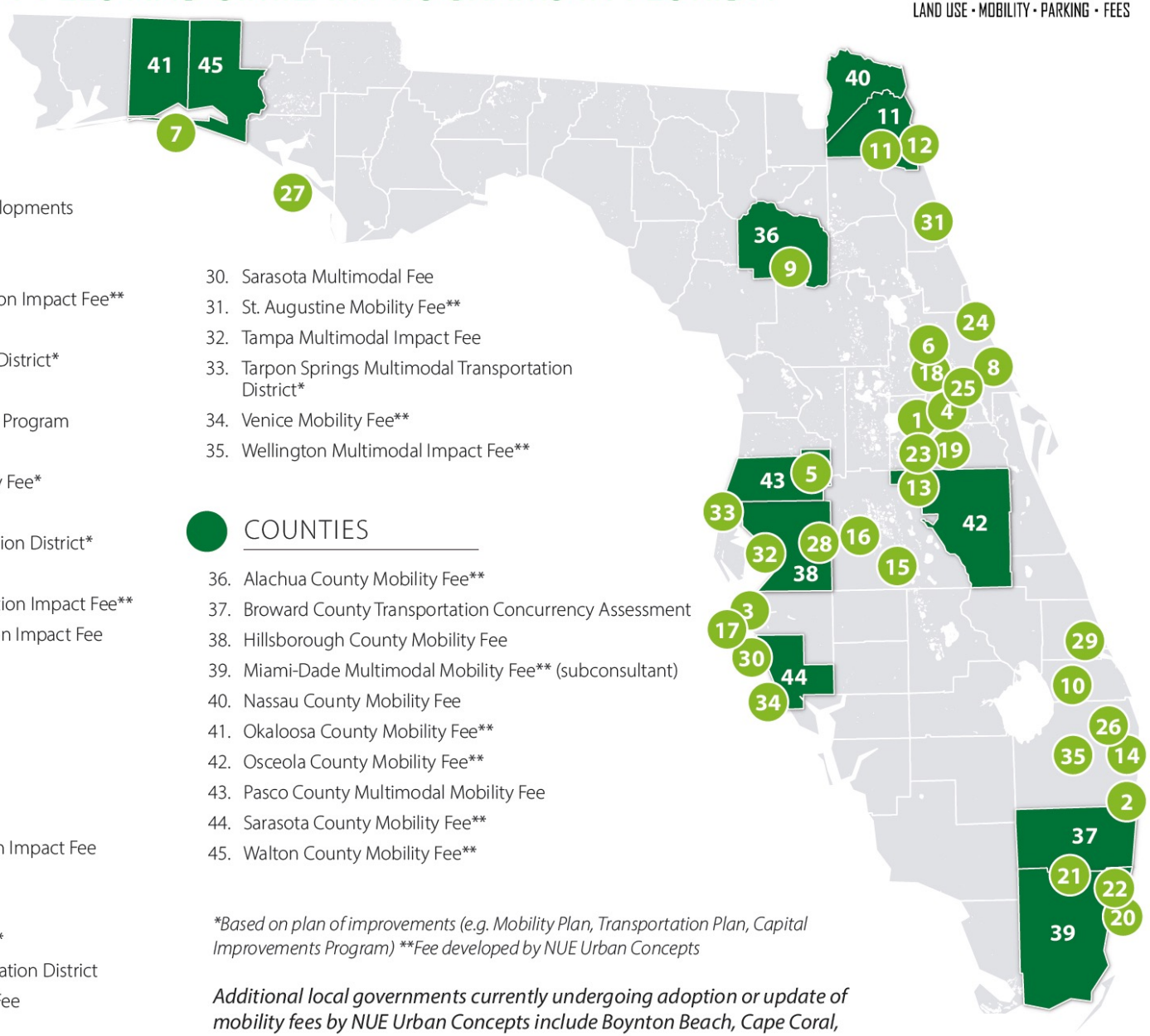
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MUNICIPALITIES

1. Altamonte Springs Mobility Fee**
2. Boca Raton Planned Mobility Developments
3. Bradenton Mobility Fee**
4. Casselberry Mobility Fee
5. Dade City Multimodal Transportation Impact Fee**
6. DeBary Mobility Fee**
7. Destin Multimodal Transportation District*
8. Edgewater Mobility Fee
9. Gainesville Transportation Mobility Program
10. Indiantown Mobility Fee**
11. Jacksonville/Duval County Mobility Fee*
12. Jacksonville Beach Mobility Fee
13. Kissimmee Multimodal Transportation District*
14. Lake Park Mobility Fee**
15. Lake Wales Multimodal Transportation Impact Fee**
16. Lakeland Multimodal Transportation Impact Fee
17. Longboat Key Mobility Fee**
18. Longwood Mobility Fee**
19. Maitland Mobility Fee**
20. Miami Beach Mobility Fee**
21. Miami Lakes Mobility Fee
22. North Miami Mobility Fee**
23. Orlando Multimodal Transportation Impact Fee
24. Ormond Beach Mobility Fee
25. Oviedo Mobility Fee**
26. Palm Beach Gardens Mobility Fee**
27. Panama City Multimodal Transportation District
28. Plant City Transportation Mobility Fee
29. Port St. Lucie Mobility Fee**
30. Sarasota Multimodal Fee
31. St. Augustine Mobility Fee**
32. Tampa Multimodal Impact Fee
33. Tarpon Springs Multimodal Transportation District*
34. Venice Mobility Fee**
35. Wellington Multimodal Impact Fee**

COUNTIES

36. Alachua County Mobility Fee**
37. Broward County Transportation Concurrency Assessment
38. Hillsborough County Mobility Fee
39. Miami-Dade Multimodal Mobility Fee** (subconsultant)
40. Nassau County Mobility Fee
41. Okaloosa County Mobility Fee**
42. Osceola County Mobility Fee**
43. Pasco County Multimodal Mobility Fee
44. Sarasota County Mobility Fee**
45. Walton County Mobility Fee**

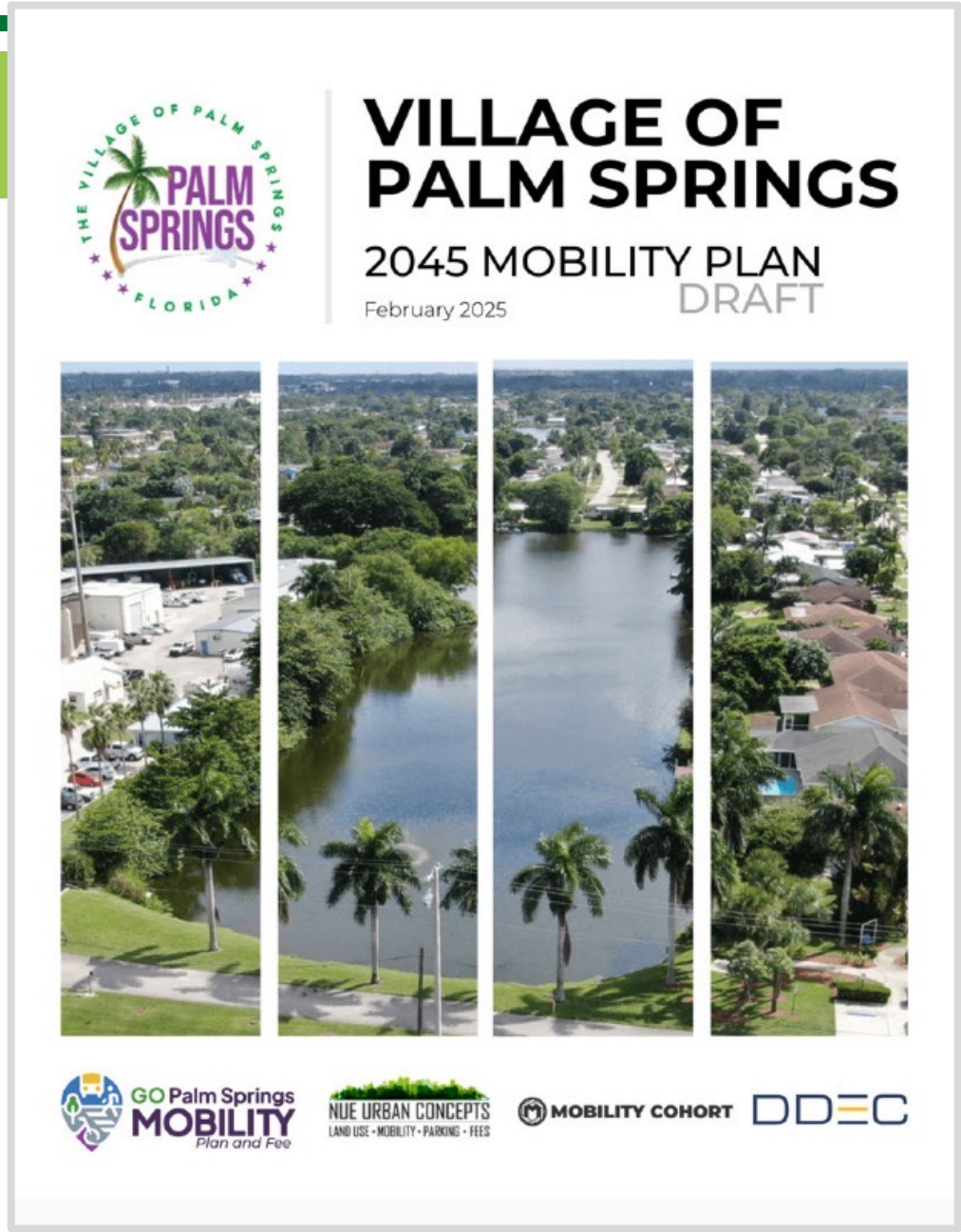


*Based on plan of improvements (e.g. Mobility Plan, Transportation Plan, Capital Improvements Program) **Fee developed by NUE Urban Concepts

Additional local governments currently undergoing adoption or update of mobility fees by NUE Urban Concepts include Boynton Beach, Cape Coral, Crestview, Flagler Beach, Gainesville (Mobility Fee), Lake City, Palm Springs, and West Palm Beach.

2045 MOBILITY PLAN

1. Roadway Plan
2. Multimodal Plan
3. Mobility Plan Programs



ROADWAY PLAN

COMPLETE STREET PROJECTS

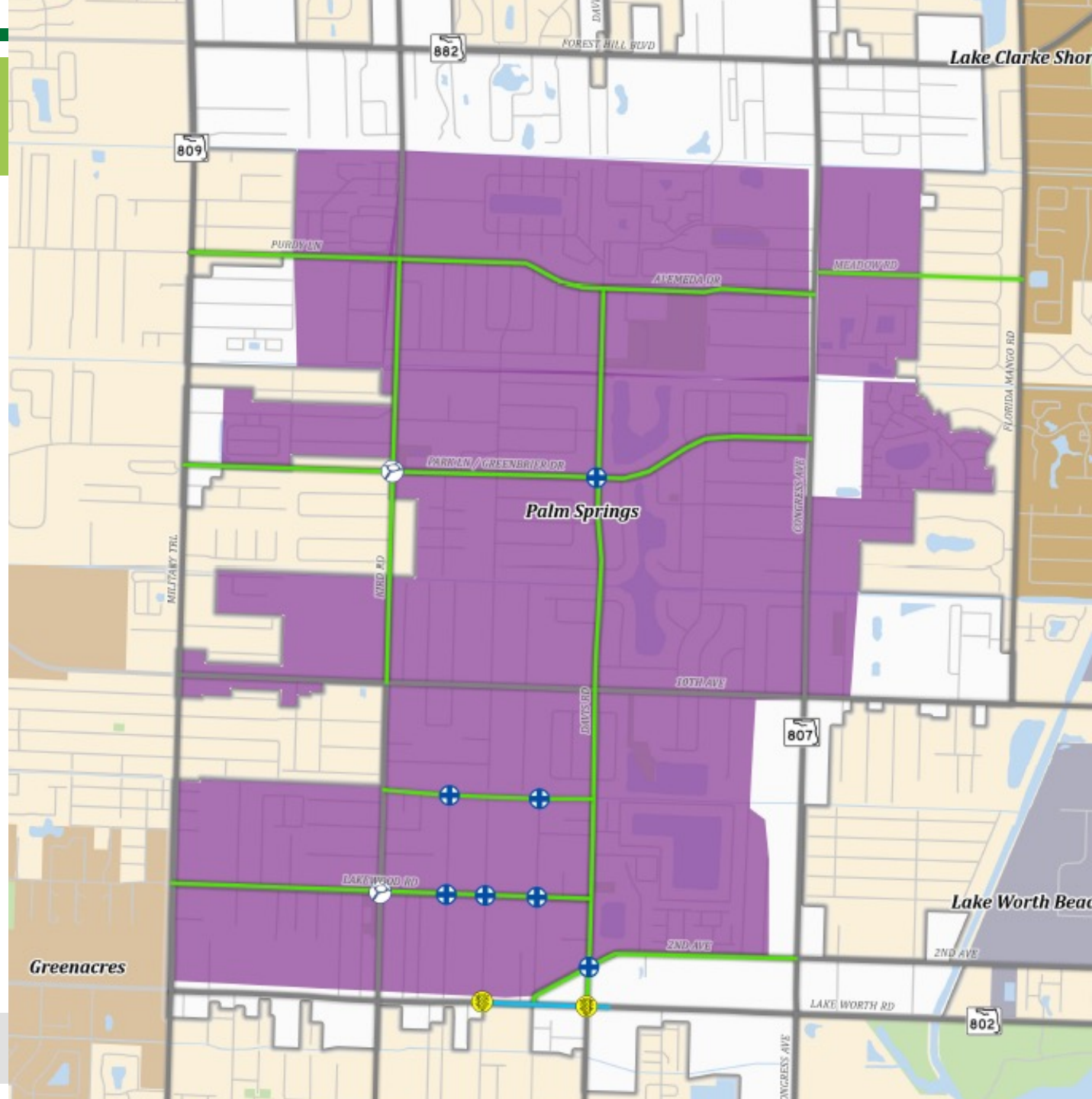
ROAD CAPACITY IMPROVEMENTS

NEW TRAFFIC SIGNAL

NEW ROUNDABOUTS

NEW RAISED INTERSECTIONS

TRAFFIC CALMING



MULTIMODAL PLAN

LANE REPURPOSING

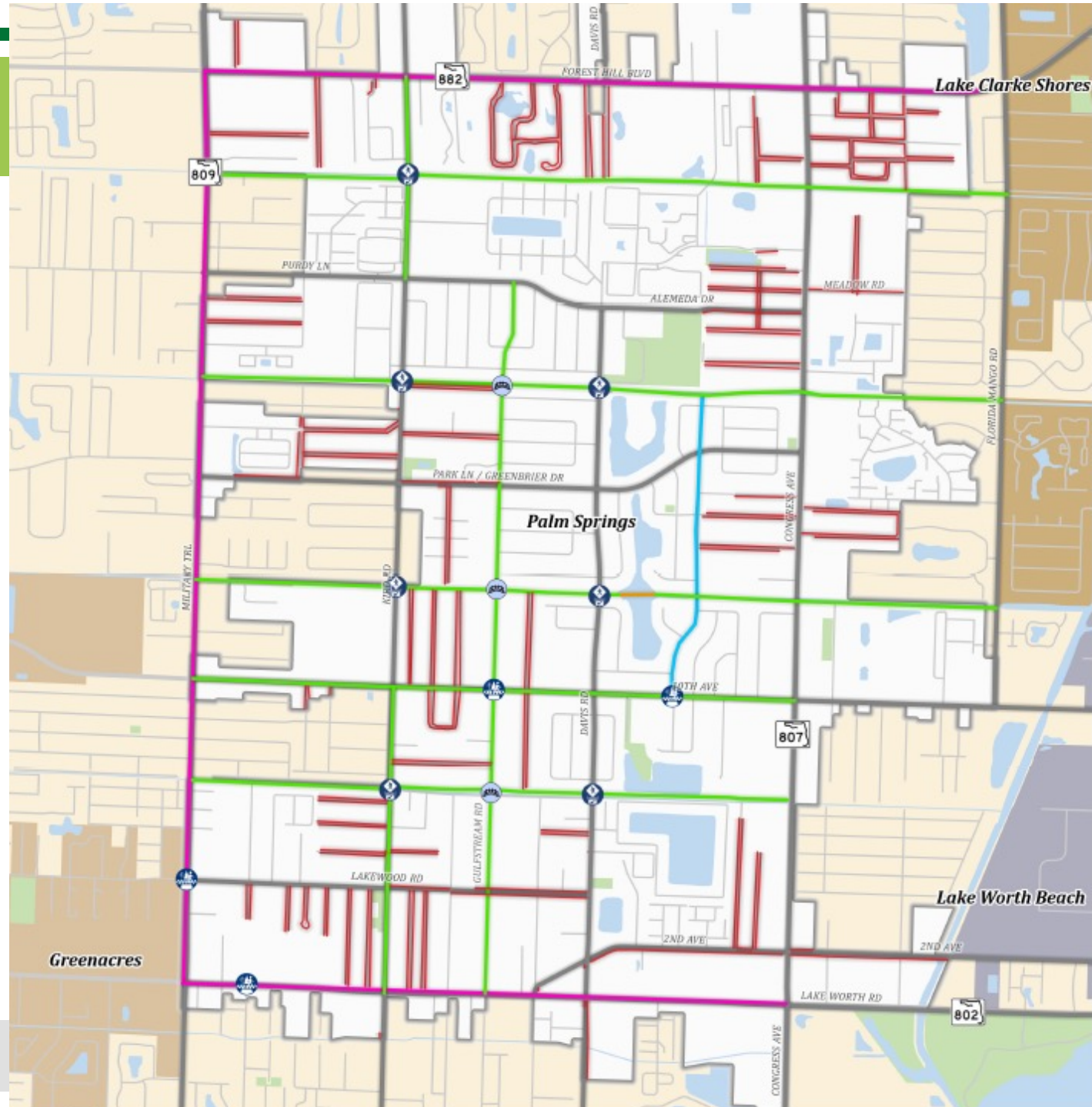
MULTI-USE TRAILS

SIDEWALKS

BOARDWALKS

HIGH VISIBILITY CROSSWALKS

BICYCLE BLVD

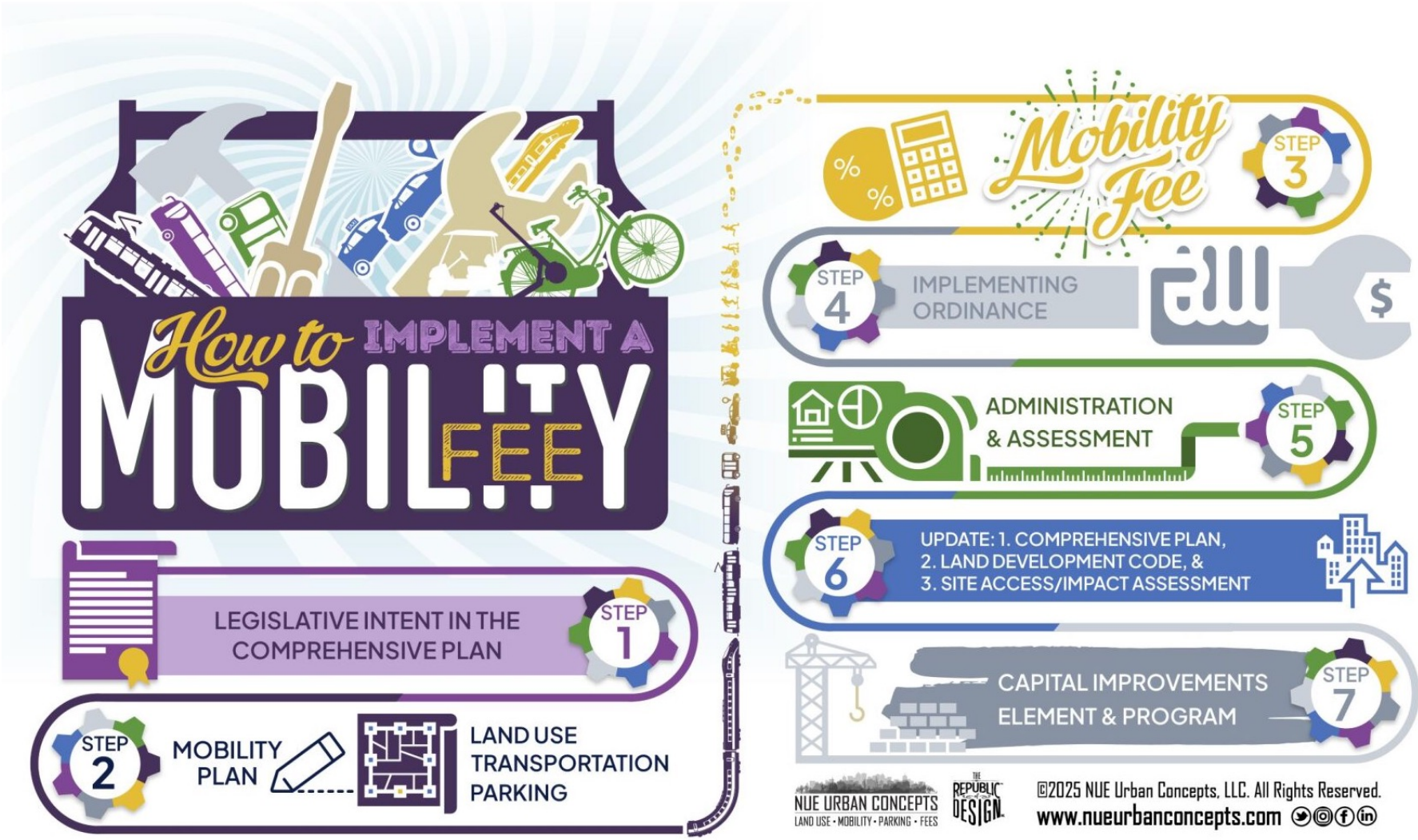


WHAT IS A MOBILITY FEE?

- Intended to replace the County Mobility Fee
- One-time fee paid by (re)development
- Intended to mitigate transportation impact
- Funding source for Mobility Projects
- Funds variety of Multimodal Infrastructure
- Funds policies, programs and services



HOW TO IMPLEMENT A MOBILITY FEE



VILLAGE OF PALM SPRINGS

MOBILITY FEE
TECHNICAL REPORT

JUNE 2025



MOBILITY COHORT

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futureplan

DDEC

THE REPUBLIC OF DESIGN

VILLAGE OF PALM SPRINGS FLORIDA

DEVELOPMENT OF A MOBILITY PLAN & FEE

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THE REPUBLIC OF DESIGN

1 REVIEW ADOPTED PLANS
Comprehensive Plan, Long Range Transportation Plan, Special Plans, & Studies

2 ESTABLISH STUDY AREA
Identify Limits of Study Area & Roads to Evaluate

3 UNDERTAKE DATA COLLECTION
Existing Traffic Characteristics, Infrastructure, & Mobility Services

4 PROJECT FUTURE GROWTH
Existing & Future Demographics, Vehicle Miles of Travel & Person Miles of Travel
(Legal Test: The first component of the dual rational nexus test is to demonstrate need)

5 IDENTIFY MOBILITY PROJECTS
Improvements, Programs & Services such as: Sidewalks, multi-use trails, cycle tracks, traffic calming, pedestrian safety and intersection improvements, multimodal crossings, pedestrian bridges, raised intersections, roundabouts,wider roads, and microtransit

6 PREPARE MOBILITY PROJECT COST
Planning Level Cost Estimates

7 DEVELOP MOBILITY PLAN
Mobility Projects, Planning Level Cost, & Person Miles of Capacity
(Florida Statute Requirement: Mobility Fees required to be based on a Mobility Plan)

8 EVALUATE EXISTING CONDITIONS
Calculate Vehicle Miles of Travel & Capacity
(Legal Test: Demonstrate growth is not paying for existing backlog / deficiency)

9 IDENTIFY FUNDING
Existing, Programmed & Reasonably Anticipated Funding Sources

10 CONDUCT NEW GROWTH EVALUATION
Mobility Plan Cost Attributable to New Growth
(Legal Test: Demonstrate new growth is not paying more than its attributable share of mobility plan project cost)

11 CALCULATE PERSON MILES OF CAPACITY RATE
PMC Rate Attributable to New Growth
(Legal Test: Demonstrate that the cost of mobilty projects is attributable and assignable to new growth)

12 ESTABLISH MOBILITY FEE SCHEDULE OF USES
Palm Springs Specific Schedule of Uses

13 ESTABLISH ASSESSMENT AREA
Defined Area for Mobility Fee Assessment

14 CALCULATE PERSON TRAVEL DEMAND
Trip Generation, % New Trips, Vehicle Trip Length, Limited Access, Origin/Destination, and Person Miles of Travel Factors
(Legal Test: Demonstrate that the fee is roughly proportional to the impact of new growth)

15 CALCULATE MOBILITY FEE PER USE
Mobility Fee per Specific Use

16 ESTABLISH BENEFIT DISTRICT
Defined Area for Mobility Fee Expenditure
(Legal Test: The second component of the dual rational nexus test is to demonstrate benefit)

17 DEVELOP TECHNICAL REPORT
Document Data Sources and Methodology
(Demonstrate that the Mobility Plan & calculated Mobility Fee meet legal and statutory requirements

18 DEVELOP IMPLEMENTING ORDINANCE
Establish Findings, Specify Assessments, Exemptions, Credits, Off-Sets, Independent & Special Studies, Collection, Expenditure, Refunds, Annual Reporting, & Updates
(Demonstrate legal & statutory compliance)

MOBILITY FEE CALCULATIONS

Person Miles of Capacity rate (PMCr)

∑ PLC = (∑ RPc + ∑ MPc + ∑ MPPc)

∑ AF = (∑ RPf + ∑ MPf + ∑ MPPf + ∑ OSf)

PLCa = (∑ PLC - ∑ AF)

MPCa = ((PLCa x ECEf) x NGEf)

PMCr = (MPCa / PMCi)

Where:

PLC	=	Planning Level Cost (Table 6)
AF	=	Anticipated Funding (Table 7)
c	=	Cost
f	=	Funding
RP	=	Roadway Plan (Appendix G)
MP	=	Multimodal Plan (Appendix H)
MPP	=	Mobility Programs Plan (Appendix I)
OS	=	Other Sources (Table 7)
PLCa	=	Attributable Cost of Mobility Plan Projects (Table 9)
ECEf	=	Existing Conditions Evaluation factor of 1.00 (Table 5)
NGEf	=	New Growth Evaluation factor of 0.99 (Table 8)
MPCa	=	Assignable Cost of Mobility Plan Projects (Table 9)
PMCi	=	Person Miles of Capacity increase (Table 6)
PMCr	=	Person Miles of Capacity Rate (Table 9)

Prepared by NUE Urban Concepts, LLC

Person Miles of Travel increase (PMTi)

∑ VMTtp = (∑ VTtp x VTLtp)

∑ PMTtp = (∑ PTtp x PTLtp)

PMTf = (∑ of PMTtp / ∑ of VMTtp)

VMTi = (2045 VMT - 2025 VMT)

PMTi = (VMTi x PMTf)

Where:

∑ VTtp	=	Sum of Vehicle Trips by trip purpose (Appendix E)
∑ PTtp	=	Sum of Person Trips by trip purpose (Appendix E)
VTLtp	=	Average Vehicle Trip Length by trip purpose (Appendix E)
PTLtp	=	Average Person Trip Length by trip purpose (Appendix E)
VMT	=	Vehicle Miles of Travel
PMT	=	Person Miles of Travel
∑ VMTtp	=	Sum of Vehicle Miles of Travel by trip purpose (Appendix E)
∑ PMTtp	=	Sum of Person Miles of Travel by trip purpose (Appendix E)
PMTf	=	Person Miles of Travel factor of 1.54 (Appendix E)
VMTi	=	Vehicle Miles of Travel Increase (Table 2)
PMTi	=	Person Miles of Travel increase (Table 3)

Prepared by NUE Urban Concepts, LLC

PERSON TRAVEL DEMAND PER USE (PTDu)

Person Travel Demand per use (PTDu)

VMTu = ((((TG x % NEW) x VTl) x LAEf) x ODf)

PTDu = (VMTu x PMTfu)

Where:

VMTu = Vehicle Miles of Travel per use (Appendix K)

TG = Trip Generation (Appendix J)

%NEW = Percent of Trips that are Primary Trips (Appendix K)

VTl = Vehicle Trip Length by Trip Purpose (Appendix K)

LAEf = Limited Access Evaluation factor of 0.754 (Table 10)

ODf = Origin and Destination Factor of 0.50 (Appendix K)

PTDu = Person Travel Demand per use (Appendix K)

PMTfu = Person Miles Travel factor per use (Appendix K)

Prepared by NUE Urban Concepts, LLC

Trip Generation (TG): 5.62

% New Trips (%NT): 1.00

Vehicle Trip Length (VTl): 3.86

Limited Access Adjustment factor (LAEF): 0.754

Origin & Destination Factor (ODf): 0.50

Vehicle Miles of Travel (VMT): 8.18

Person Miles of Travel factor (PMTF): 1.61

Person Travel Demand (PTD): 13.17

((((TG x % NT) x VTl) x LAEf) x ODf) = VMT; (VMT x PMTf) = PTDu

((((5.62 x 1.00) x 3.86) x 0.754) x 0.50) = 8.18; (8.18 x 1.61) = 13.17

MOBILITY FEE SCHEDULE

Mobility Fee per use (MFu)

MFu = (PTDu x PMCr)

MFau = (MFu x UMu)

Where:

MFu = Mobility Fee per use (Appendix N)

PTDu = Person Travel Demand per use (Appendix K)

PMCr = Person Miles of Capacity Rate (Table 9)

MFau = Mobility Fee assessed per use

UMu = Unit of Measure per Use (Appendix N)

Prepared by NUE Urban Concepts, LLC

Mobility Fee Schedule

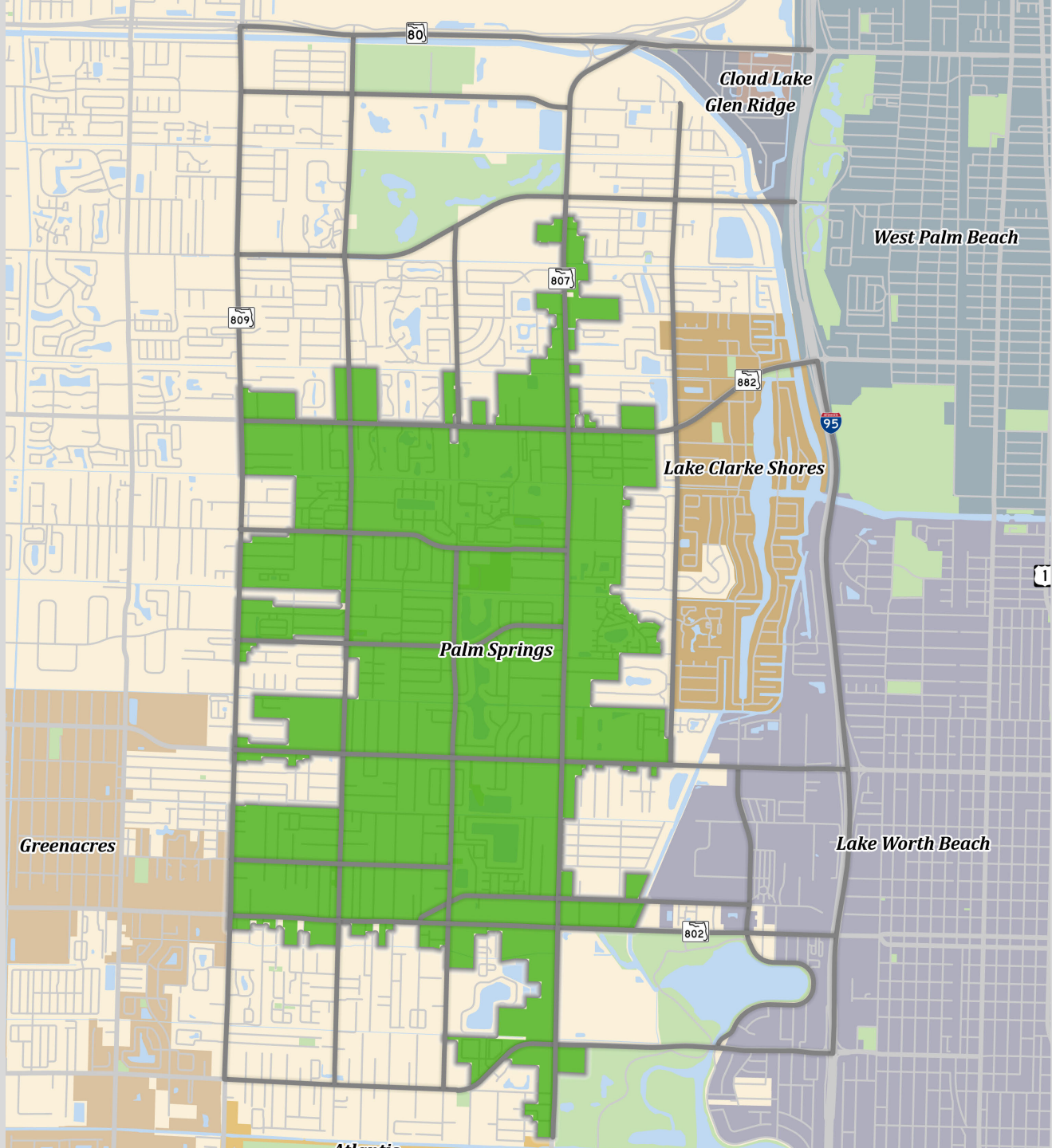
(for reference only: details to follow)

VILLAGE OF PALM SPRINGS MOBILITY FEE		
LAND USE CATEGORIES (DARK GREY), USE CLASSIFICATIONS, & REPRESENTATIVE USES (IN PARENTHESES)	UNIT OF MEASURE (UOM)	2025 MOBILITY FEE
Residential Uses		
Residential Dwelling (attached, detached, duplex, group, row, multiple-family, single-family)	per 1,000 Sq. Ft.	$4,437
Institutional Uses		
Community Serving (Center, Club, Clubhouse, Lodge, Museum, Performance Venues, Place of Assembly or Worship)	per 1,000 Sq. Ft.	$2,450
Long Term Care (Adult Day Care, Assisted Living, Continuum of Care Facility, Group Care, Nursing Home)	per 1,000 Sq. Ft.	$3,472
Private Education (Afterschool, Child Care or Day Care, K-12, Pre-K, Trade School, Tutor)	per 1,000 Sq. Ft.	$4,573
Commercial Recreation Facility Uses		
Outdoor Recreation (Courts, Fields, Fitness, Golf, Multi-Purpose, Sports)	per Acre	$23,029
Indoor Recreation (Fitness, Gym, Health, Indoor Amusement, Entertainment or Sports, Kids Activities or Fitness)	per 1,000 Sq. Ft.	$14,610
Industrial Uses		
Industrial (Heavy, Flex-Unit, Light, Micro-brewery, Self or Outdoor Storage, Utilities)	per 1,000 Sq. Ft.	$2,408
Office Uses		
Business (Business, Profession and Occupation, Business or Professional Service, Higher Education, Hospital)	per 1,000 Sq. Ft.	$6,045
Medical or Dental (Clinic, Dental, Health Service, Laboratory, Emergency Care, Rehab, Veterinary)	per 1,000 Sq. Ft.	$14,089
Retail Sales and Service Uses		
Retail (Discount, Large Scale, Nursery, Personal Services, Sales & Services, Superstore, Variety, Vehicle Sales)	per 1,000 Sq. Ft.	$9,134
High Impact Retail (Drinking Establishment, Financial Service, Full Service Restaurant, Grocery, Package Liquor, Pharmacy)	per 1,000 Sq. Ft.	$19,884
Convenience Retail (Convenience Store, Gas or Service Station)	per 1,000 Sq. Ft.	$37,851
Quick Service Restaurant (Carry Out, Delivery Oriented, Drive-In, Fast Casual, Fast Food)	per 1,000 Sq. Ft.	$49,438
Non-Residential Additive Uses (All uses are additive except mobile residence and overnight lodging)		
Automotive Repair Establishment (Major or Minor Repair, Tires)	per Bay or Stall	$7,733
Commercial Use Drive-Thru (Convenience, Dry Cleaner, High Impact Retail, Retail)	per Lane	$23,424
Financial Service Drive-Thru Lane or Free-Standing ATM (Banks, Credit Unions, Other Financial)	per Lane / ATM	$23,836
Overnight Lodging (B&B, Hotel, Motel, Short Term Vacation Rental)	per Room	$4,213
Quick Service Restaurant Drive Thru	per Lane	$53,077
Mobile Residence (Mobile Home (MH), Recreational Vehicle (RV), Travel Trailer (TT), MH, RV, and / or TT Park)	per Space / Lot	$3,529
Vehicle Charging or Fueling (Commercial Facility which requires Membership or Payment)	per Charging or Fueling Position	$16,196
Vehicle Cleaning (Automated, Carwash, Detailing, Self-Service, Wash, Wax)	per Lane or Stall plus per five (5) Stations	$27,919
© 2025 NUEURBANCONCEPTS, LLC		V

ASSESSMENT AREA



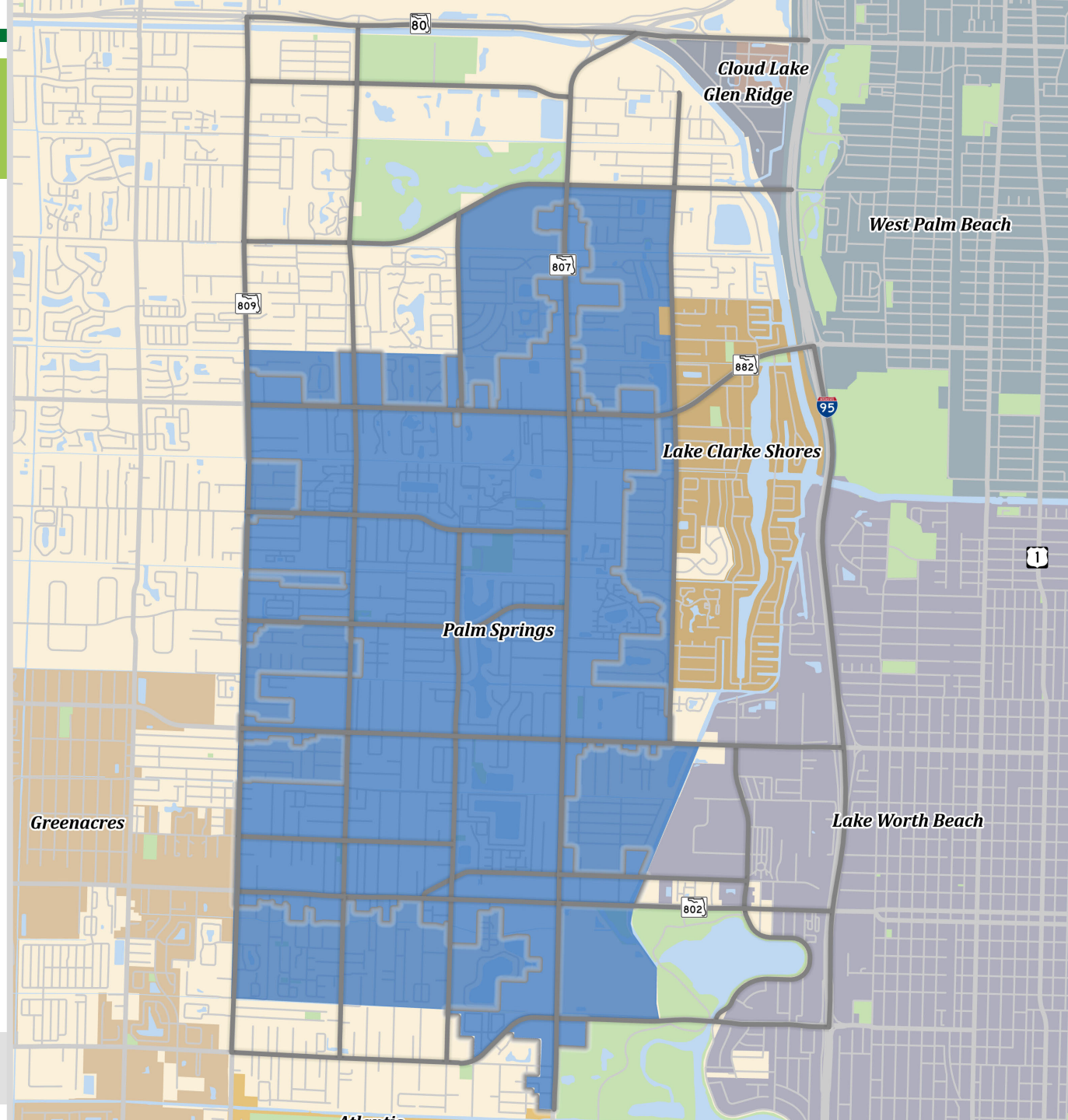
VILLAGE OF PALM SPRINGS



BENEFIT DISTRICT



VILLAGE OF PALM SPRINGS



MOBILITY FEE SCHEDULE - RESIDENTIAL

RESIDENTIAL USES	UNIT OF MEASURE	2025 PALM SPRINGS MOBILITY FEE	EXISTING COUNTY ROAD IMPACT FEE	VILLAGE FEE vs. COUNTY FEE
Residential Dwelling (attached, detached, duplex, group, row, multiple-family, single-family)	per 1,000 Sq. Ft.	$3,659	$5,597.40	-34.6%
Single Family Detached **Example** (1,500 sq. ft.)	per 1,000 Sq. Ft.	$5,489	$5,597.40	-1.9%
Mult-Family Residential Apartment **Example** (900 sq. ft.)	per 1,000 Sq. Ft.	$3,293	$3,537.80	-6.9%

MOBILITY FEE SCHEDULE - INSTITUTIONAL

INSTITUTIONAL USES	UNIT OF MEASURE	2025 PALM SPRINGS MOBILITY FEE	EXISTING COUNTY ROAD IMPACT FEE	VILLAGE FEE vs. COUNTY FEE
Community Serving (Center, Club, Clubhouse, Lodge, Museum, Performance Venues, Place of Assembly or Worship)	**per 1,000 Sq. Ft.**	**$2,598**	**$2,673.60**	**-2.8%**
Long Term Care (Adult Day Care, Assisted Living, Continuum of Care Facility, Group Care, Nursing Home)	**per 1,000 Sq. Ft.** Per Bed (PBC)	**$2,863**	**$677.02**	***322.9%***
Assisted Living Facility - EXAMPLE Example (County conversion to per 1,000 sq. ft. based on 4 beds per 1,000 sq. ft.)	**per 1,000 Sq. Ft.**	***$3,771***	**$2,708.08**	***11.4%***
Private Education (Afterschool, Child Care or Day Care, K-12, Pre-K, Trade School, Tutor)	**per 1,000 Sq. Ft.** Per Student (PBC)	**$3,771**	**$530.10**	***611.4%***
Private Education - EXAMPLE Example (County conversion to per 1,000 sq. ft. based on 7 students per 1,000 sq. ft.)	**per 1,000 Sq. Ft.**	***$3,771***	**$3,710.70**	***1.6%***

MOBILITY FEE SCHEDULE - COMMERCIAL

COMMERCIAL RECREATION FACILITY USES	UNIT OF MEASURE	2025 PALM SPRINGS MOBILITY FEE	EXISTING COUNTY ROAD IMPACT FEE	VILLAGE FEE vs. COUNTY FEE
Outdoor Recreation (Courts, Fields, Fitness, Golf, Multi-Purpose, Sports)	per Acre	$18,992	$12,196.40	55.7%
Outdoor Recreation Example (County conversion to acres based on 2 courts per acre)	per Acre per Court (PBC)	*$18,992*	$24,392.80	-22.1%
Indoor Recreation (Fitness, Gym, Health, Indoor Amusement, Entertainment or Sports, Kids Activities or Fitness)	per 1,000 Sq. Ft.	$13,770	$14,425.75	-4.5%

MOBILITY FEE SCHEDULE - INDUSTRIAL

INDUSTRIAL USES	UNIT OF MEASURE	2025 PALM SPRINGS MOBILITY FEE	EXISTING COUNTY ROAD IMPACT FEE	VILLAGE FEE vs. COUNTY FEE
Industrial (Heavy, Flex-Unit, Light, Micro-brewery, Self or Outdoor Storage, Utilities)	**per 1,000 Sq. Ft.**	**$1,986**	**$1,987.75**	***-0.1%***

MOBILITY FEE SCHEDULE - OFFICE

OFFICE USES	UNIT OF MEASURE	2025 PALM SPRINGS MOBILITY FEE	EXISTING COUNTY ROAD IMPACT FEE	VILLAGE FEE vs. COUNTY FEE
Business (Business, Profession and Occupation, Business or Professional Service, Higher Education, Hospital)	per 1,000 Sq. Ft.	$4,362	$4,464.26	-2.3%
Medical or Dental (Clinic, Dental, Health Service, Laboratory, Emergency Care, Rehab, Veterinary)	per 1,000 Sq. Ft.	$9,960	$10,308.45	-3.4%

MOBILITY FEE SCHEDULE - RETAIL

RETAIL SALES AND SERVICE USES	UNIT OF MEASURE	2025 PALM SPRINGS MOBILITY FEE	EXISTING COUNTY ROAD IMPACT FEE	VILLAGE FEE vs. COUNTY FEE
Retail (Discount, Large Scale, Nursery, Personal Services, Sales & Services, Superstore, Variety, Vehicle Sales)	per 1,000 Sq. Ft.	$7,533	$7,906.85	-4.7%
High Impact Retail (Drinking Establishment, Financial Service, Full Service Restaurant, Grocery, Package Liquor, Pharmacy)	per 1,000 Sq. Ft.	$13,666	$14,836.87	-7.9%
Convenience Retail Convenience Store, Gas or Service Station)	per 1,000 Sq. Ft.	$43,449	$48,334.10	-10.1%
Quick Service Restaurant (Carry Out, Delivery Oriented, Drive-In, Fast Casual, Fast Food)	per 1,000 Sq. Ft.	$40,773	$40,105.46	1.7%

MOBILITY FEE SCHEDULE – NON-RESIDENTIAL

NON-RESIDENTIAL USES	UNIT OF MEASURE	2025 PALM SPRINGS MOBILITY FEE	EXISTING COUNTY ROAD IMPACT FEE	VILLAGE FEE vs. COUNTY FEE
Automotive Repair Establishment (Major or Minor Repair, Tires)	per Bay or Stall	$6,378	$6,340.97	0.6%
Commercial Use Drive-Thru (Convenience, Dry Cleaner, High Impact Retail, Retail)	per Lane	$16,099	--	
Financial Service Drive-Thru Lane or Free-Standing ATM (Banks, Credit Unions, Other Financial)	per Lane / ATM	$19,658	--	
Overnight Lodging (B&B, Hotel, Motel, Short Term Vacation Rental)	per Room	$3,040	$2,329.67	30.5%

MOBILITY FEE SCHEDULE – NON-RESIDENTIAL

NON-RESIDENTIAL USES	UNIT OF MEASURE	2025 PALM SPRINGS MOBILITY FEE	EXISTING COUNTY ROAD IMPACT FEE	VILLAGE FEE vs. COUNTY FEE
Quick Service Restaurant Drive Thru	per Lane	$43,774	--	
Mobile Residence Mobile Home (MH), Recreational Vehicle (RV), Travel Trailer (TT), MH, RV, and / or TT Park)	per Space / Lot	$2,037	$1,970.30	*3.4%*
Vehicle Charging or Fueling (Commercial Facility which requires Membership or Payment)	per Charging or Fueling Position	$9,736	$7,954.35	*22.4%*
Vehicle Cleaning (Automated, Carwash, Detailing, Self-Service, Wash, Wax)	per Lane or Stall plus per five (5) Stations	$15,351	$6,913.15	*122.1%*

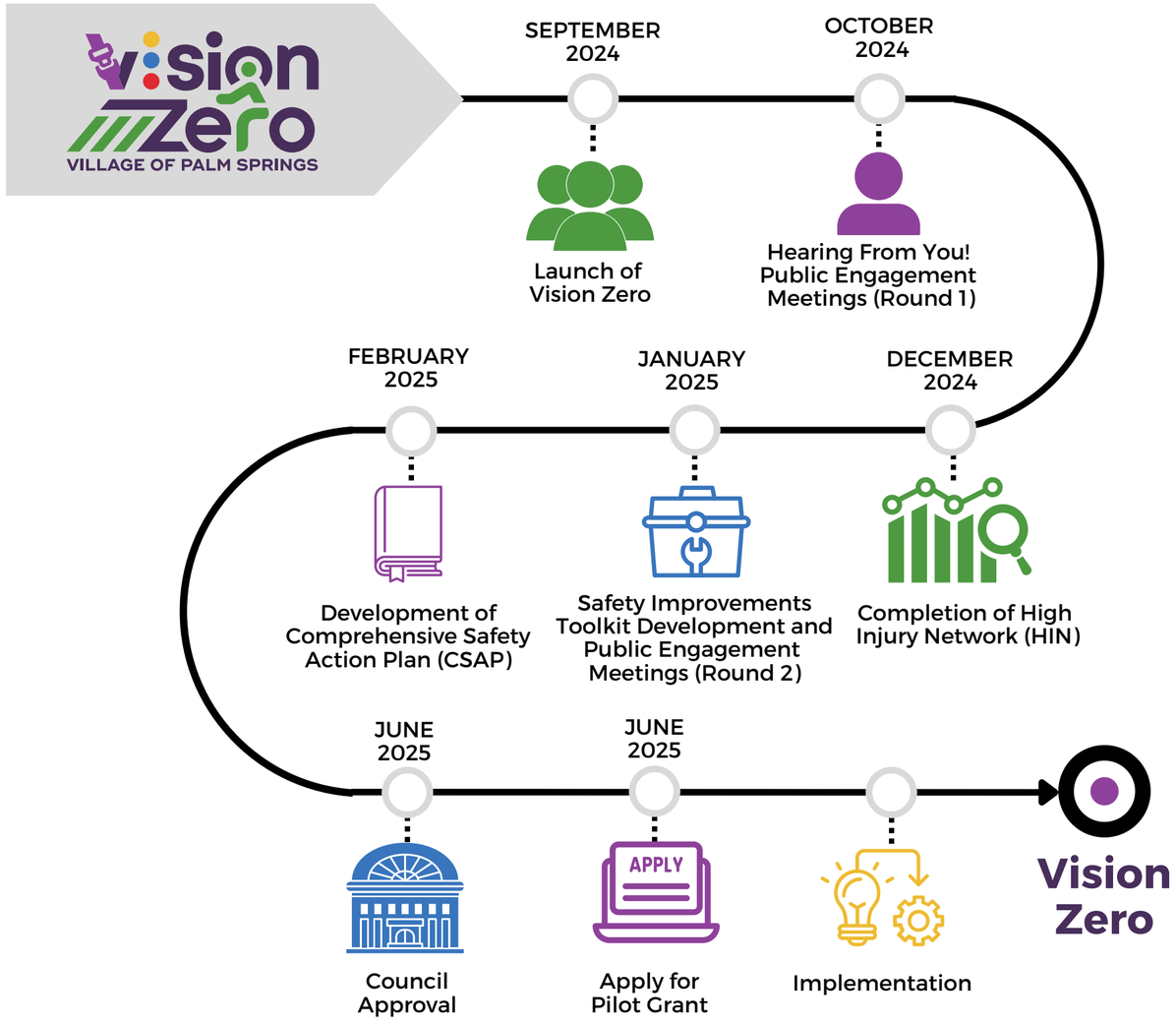
NEXT STEPS

- Consider Comprehensive Plan Amendment (Adoption)
- 1st Reading of the Mobility Plan & Fee Ordinance (Provide Any Direction)
- 2nd Reading of the Ordinance (Adoption) – Schedule for July 10
- Best efforts to negotiate an Interlocal Agreement with the County

(Interlocal will be ongoing effort with County)

Vision Zero Action Plan

VILLAGE OF PALM SPRINGS VISION ZERO



THE VILLAGE OF PALM SPRINGS FLORIDA

2025 DRAFT VISION ZERO ACTION PLAN

VILLAGE OF PALM SPRINGS

Vision Zero VILLAGE OF PALM SPRINGS



VILLAGE OF PALM SPRINGS VISION ZERO

Vulnerable Roadway Users (VRU)

18,101 Total Crashes



94.4% Motor Vehicle

2.4% Pedestrian · 1.2% Motorcycle · 2.0% Bicyclist

48.1% Motor Vehicle

22.9% Pedestrian · 18.7% Motorcycle · 10.3% Bicyclist

A total **18,101** crashes occurred on the Village of Palm Spring Streets **between 2014 and 2024**

37 Killed

254 Seriously Injured

17,070 Motor Vehicles

438 Pedestrians

368 Cyclists

225 Motorcycles



VILLAGE OF PALM SPRINGS VISION ZERO

Safe Systems Element



Source: FHWA.

Exhibit A: Crash Fatalities at Higher Speeds



Higher speeds reduce not only the sight distance but also the reaction time a driver needs to avoid collision.

Exhibit B: Field of View at Different Speeds

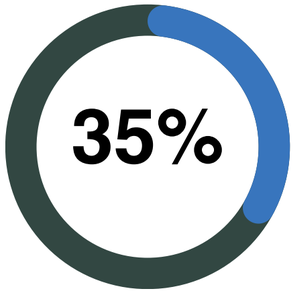


Impact of Vehicle Speed on Safety & Driver Visibility

Data Analysis and Comparison

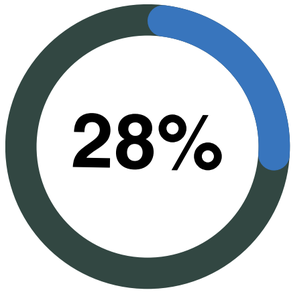
VILLAGE OF PALM SPRINGS VISION ZERO

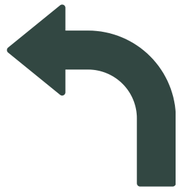
Common Fatal and Serious Injury Crash Types



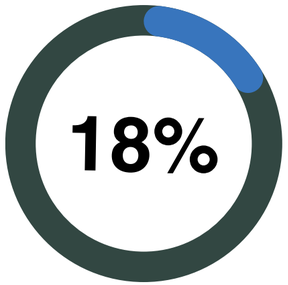


Rear End





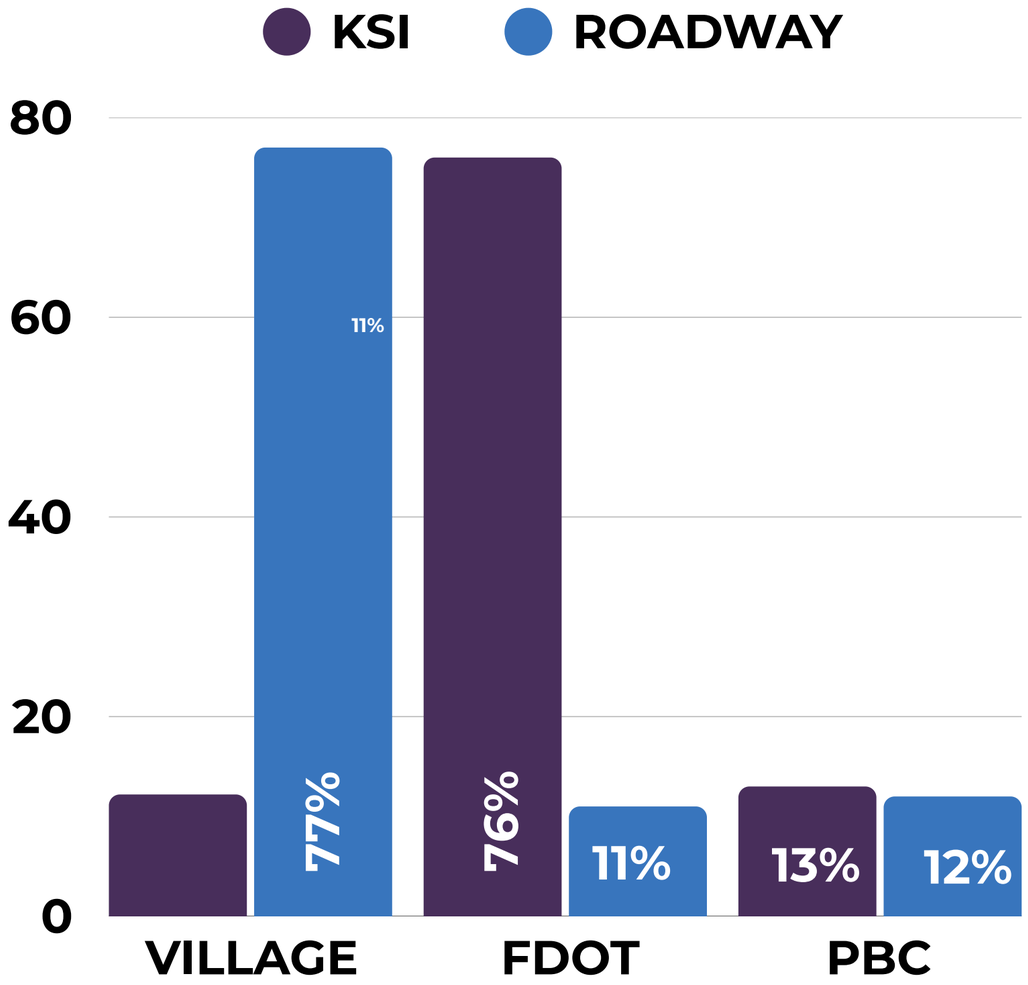
Left Turn





Right Angle

Exhibit K: Crash Rate Table



VILLAGE OF PALM SPRINGS VISION ZERO

Community Engagement

Hispanic Heritage Festival



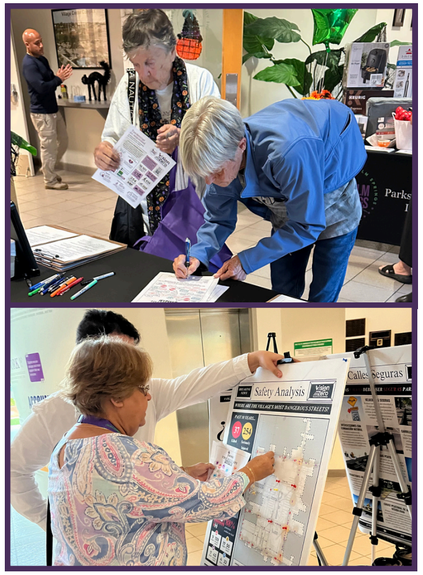
9/21/2024

Spooky Springs Halloween Trunk or Treat



10/19/2024

Senior Citizen Health Expo



10/30/2024

Village Tree Lighting Event



12/7/2024

81.6% travel by **driving**

34% travel by **walking**

31%

Insufficient Transportation Options

- **Safety Perceptions -**
  - Distraction (59% high/very high)
  - Speeding (53% high/very high)
  - Motorists (42% high/very high)
- **Respondents felt safest driving, least safe biking**

Public Information

VILLAGE OF PALM SPRINGS VISION ZERO











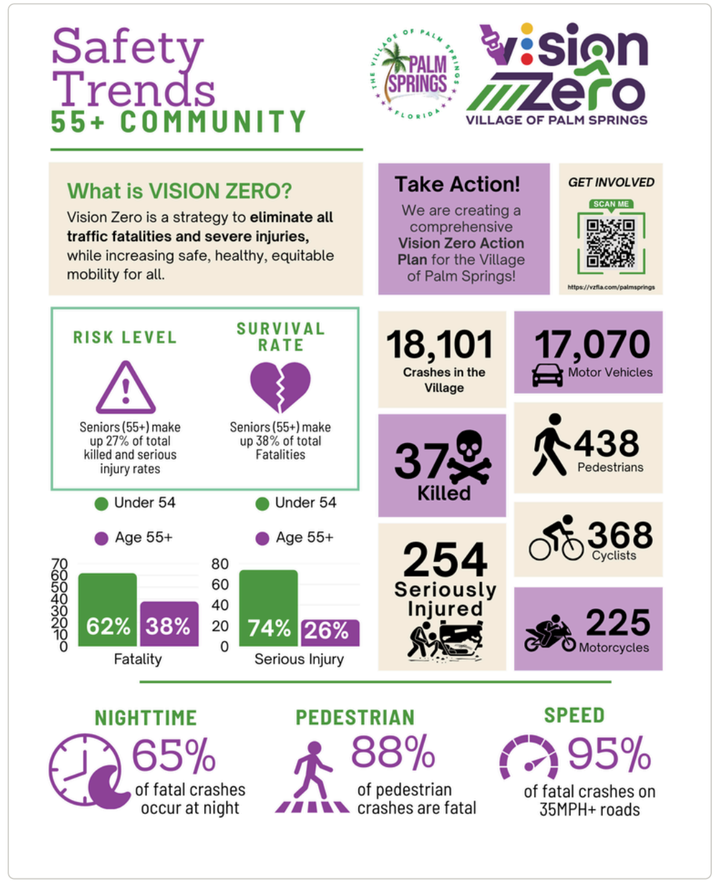


Exhibit F: 55+ Safe Trends Handout

VISIONZERO FLORIDA

At the Tree Lighting events on December 9, 2024, the project team collected a total of 118 signatures for the safety pledge. Additionally, a digital pledge is available on the VZFLA website.

Exhibit H: Vision Zero Pledge



Vision Zero Action Plan Overview

VILLAGE OF PALM SPRINGS VISION ZERO



SAFER ROADS

Update Roadway Engineering and Design Standards and Land Development Code

Pursue Safe Routes to Schools Funding, especially for Palm Springs Elementary School and C.O. Taylor/Kirklane Elementary School



SAFER SPEEDS

Work with Palm Beach County and FDOT to reduce target speeds on Military Trl, Congress Ave, 10th Ave, Kirk Rd, Lake Worth Rd, Forest Hill Blvd

Evaluate the Feasibility of Deploying “Twenty is Plenty” Speed Limit Strategy



SAFER ROAD USERS

Evaluate Implementation of “Crosswalks to Classrooms” Program

Conduct High Visibility Enforcement Operation/ Educational Traffic Stop Program



SAFER VEHICLES

Consider Emerging Vehicle Safety and Connected Vehicle Technology When Purchasing New Fleet Vehicles

Publicize The Availability Of The “SaferCar” Phone Application For Recall Notifications



POST CRASH CARE

Promote CPR / Emergency First Aid Training to Village Staff, Volunteers, and Coaches

Promote Connected Smart Intersections for Dispatching First Responders in collaboration with Palm Beach County

VILLAGE OF PALM SPRINGS VISION ZERO

Priority Projects Identified

- High-crash corridors and intersections
- Nighttime and pedestrian-focused improvements
- Engineering strategies:
  - Speed tables, curb extensions, lighting upgrades
  - RRFBs and high-visibility crosswalks

40+ MPH road



SS4A Demonstration Grant Overview

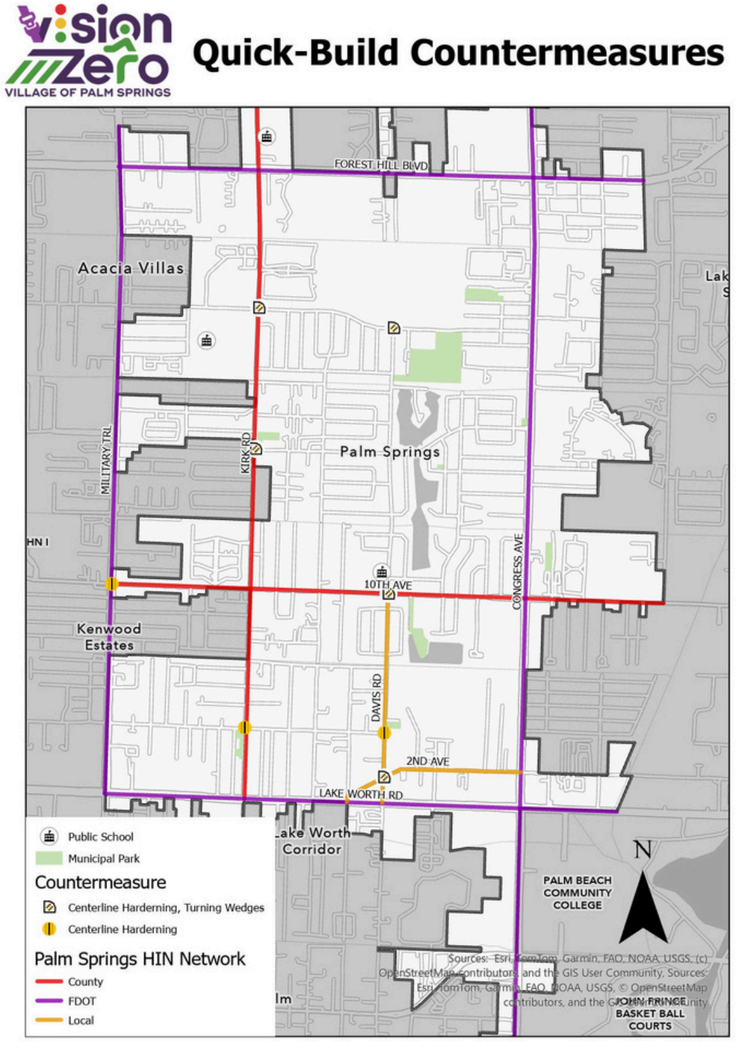
The Village is seeking $464,000 through the Vision Zero Planning and Demonstration Grant, with a local match of $116,000

- Goal: Implement and evaluate quick-build traffic calming measures at schools, parks, and along the Village's High Injury Network
- Treatments include MUTCD-compliant sidewalk extensions, centerline hardening, and turning wedges
- Project will support development of replicable engineering standards for Palm Beach County
- Community engagement and interagency coordination will be central to implementation

VILLAGE OF PALM SPRINGS VISION ZERO

Next Steps for Grant Submission

- Finalize scope and locations for quick-build pilot projects
- Gather letters of support from stakeholders
- Submit full SS4A application by summer 2025 deadline
- If awarded, pilot installation and evaluation will take place in 2026 to inform Vision Zero Plan update



COMMENTS & QUESTIONS

Jonathan B. Paul, AICP | Principal

nueurbanconcepts@gmail.com

www.nueurbanconcepts.com



NUE URBAN CONCEPTS

LAND USE · MOBILITY · PARKING · FEES

Planning, Zoning & Building Department

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West Palm Beach, FL 33411-2741
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Planning Division 233-5300
Zoning Division 233-5200
Building Division 233-5100
Code Compliance 233-5500
Contractor Regulations 233-5525
Administration Office 233-5005
Executive Office 233-5228
www.pbc.gov/pzb

Palm Beach County Board of County Commissioners

Maria G. Marino, Mayor

Sara Baxter, Vice Mayor

Gregg K. Weiss

Joel G. Flores

Marci Woodward

Maria Sachs

Bobby Powell Jr.

County Administrator

Verdenia C. Baker

"An Equal Opportunity Affirmative Action Employer"

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Emailed on March 13, 2025

March 13, 2025

Mr. Michael Bornstein
Village of Palm Springs
226 Cypress Lane
Palm Springs FL 33461

RE: Village of Palm Springs Transportation and Mobility Fee Amendments – PSP 222

Dear Mr. Bornstein,

Palm Beach County staff submits this letter pursuant to Chapter 163.3184(3)(b)3, Florida Statutes (F.S.), as formal comments to the proposed Transportation Element amendments to the Village of Palm Springs' (Village) Comprehensive Plan, repealing the countywide road impact fee, transportation concurrency, and proportionate share and replacing them with the Village's mobility fee within the Village's jurisdiction. Please note that a municipality cannot unilaterally repeal these laws and corresponding fees by amending its comprehensive plan in a charter county, according to Florida Constitution, Article VIII(1)(d)(g).

> *"Counties operating under county charters shall have all powers of local self-government not inconsistent with general law, or with special law approved by vote of the electors. The governing body of a county operating under a charter may enact county ordinances not inconsistent with general law. The charter shall provide which shall prevail in the event of conflict between county and municipal ordinances."*

According to this Article, the Constitution requires a county charter to have provisions explaining the circumstances under which a county ordinance will trump a conflicting municipal ordinance. Palm Beach County Charter, Section 1.3 (2), provides that county ordinances prevail in matters associated with impact fees relating to county road programs; Section 1.3(4), does the same for traffic concurrency as it relates to all collector and arterial roads that are not the responsibility of any municipality.

The Palm Beach County Charter is found in its entirety at the link below:
http://discover.pbcgov.org/pdf/publications/charter.pdf

A close on-going coordination between the Village and the County, therefore, must take place to develop a mobility plan and fee that does not replace but supplements the countywide systems. Such coordination is required, as Traffic Performance Standards and Impact Fee regulations apply in all cities pursuant to Palm Beach County's Charter, including the Village of Palm Springs. Please also note that any attempt by the Village to repeal and replace County road impact fees, transportation concurrency, and proportionate share directly contradicts Section 163.3180, Florida Statutes, which provides that the Village and County *must* create and execute an interlocal agreement to coordinate the mitigation of our respective impacts. In the near future, the County will be providing an interlocal agreement in accordance with the state statutes.

The County has provided a "Notice of Intent to Object" through the

Intergovernmental Plan Amendment Review Committee (IPARC). Subsequently, the County and the Village staff have met (via Zoom) on February 21, 2025 pursuant to IPARC procedures and the County staff proposed modifications to reflect that the Village's proposed Mobility Fees be in addition to the current countywide impact fees.

Please note that per s. 163.3184(3)(b)3, F.S., the City's proposed amendment is inconsistent with several of the County's Comprehensive Plan policies (attached) including, but not limited to, Transportation Element policies 1.1-a, 1.1-b, 1.3-i, 1.12-b, 1.12-d, 1.13-a, 1.13-d, 1.13-e, and 1.13-f, and Capital Improvement Element Policy 1.6-e.3

We request that the Village continue in its ongoing coordination and support with the County as the upcoming Countywide Transportation Master Plan (CTMP) is developed to ensure that all transportation needs are met to best serve all Palm Beach County residents and visitors. In light of the upcoming CTMP, any action on the above referenced ordinance is premature.

Please let me know if you have any questions or need more information regarding this important matter.

Sincerely,

Thuy Shutt,
Director Planning Division

c: PBC Board of County Commissioners
Palm Springs Village Council Members
Verdenia C. Baker, County Administrator
Patrick Rutter, Deputy County Administrator
Whitney Carroll, Esq, PZB Executive Director
Darren Leiser, Assistant County Attorney
Ryan Maher, Assistant County Attorney
David Ricks, County Engineer
Motasem Al-Turk, Director Traffic Division
Khurshid Mohyuddin, Planning Division
Derrek Moore, Impact Fee Manager
Kim Glas-Castro, Assistant Village Manager
Glenn Torcivia, Village Attorney
Iramis Cabrera, Director Palm Springs PZB

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TRANSPORTATION ELEMENT

OBJECTIVE 1.1 Level of Service Standards

By 2035, the Countywide transportation system shall operate at the adopted Level of Service standard (as defined below):

Policy 1.1-a: Development Orders issued by the County and municipalities shall be consistent with the level of service standards of this Element and the Countywide Traffic Performance Standard Ordinance. Roadway capacity shall be provided to accommodate development-related impacts at the adopted Level of Service (LOS) standard, except where otherwise indicated in Objective 1.2 of this Element or in other Goals, Objectives, and Policies of the Palm Beach County Comprehensive Plan. The implementing ordinance may effect a partial exercise in municipalities by the authority established by Section 1.3(4) of the Palm Beach County Charter.

Policy 1.1-b: No development order shall be issued by the County or a municipality for any project that adds traffic to a thoroughfare network street or intersection as defined herein and in the Unified Land Development Code (ULDC) Traffic Performance Standard that causes a LOS in Test One or Test Two to deteriorate below adopted standards. Traffic shall be measured by application of Test One and Test Two as described below and set forth with greater specificity in the ULDC. Exceptions are limited to those Specific Exceptions as provided for in this Element.

Policy 1.3-i (Management of Transportation System): The County will maintain policies and programs which ensure that the overall transportation system meets the County's level of service criteria in order to provide viable alternatives to the Florida Intrastate Highway System & the Strategic Intermodal System, and to protect their interregional and intrastate functions.

Policy 1.12-b (Transportation Funding): New development shall be assessed an appropriate impact fee to help provide funding for roadway improvements to serve the development.

Policy 1.12-d: The Five Year Road Improvement Program shall be consistent with the 1990 Countywide Traffic Performance Standards Ordinance and serve as input to the Capital Improvement Element's Five Year Road Improvement Schedule.

Policy 1.13-a (General Plan Coordination): The County shall utilize intergovernmental programs identified in the Intergovernmental Coordination Element, such as the Intergovernmental Plan Amendment Review Committee (IPARC), to implement the Goal, Objectives, and Policies of the County's Transportation Element.

Policy 1.13-d: To ensure the availability of adequate transportation facilities, the County's transportation system shall be coordinated with local comprehensive plans to reflect the demand created by anticipated development.

Policy 1.13-e: The Palm Beach County Planning Division and Engineering Department shall establish a coordinated review process that will ensure that the Palm Beach County Six Year Road Improvement Schedule is consistent with Goals, Objectives, and Policies of the Comprehensive Plan.

1.13-f: The County shall continue to work with jurisdictions in adjacent counties and municipalities within Palm Beach County to coordinate transportation related issues, such as 1) the locations and dimensions of thoroughfare rights-of-way and to address multi-jurisdictional traffic impacts to assure maintenance of acceptable Level of Service on the traffic circulation network, 2) the future transit needs and delivery services, and 3) the provisions and operations of non-vehicular modes as they relate to intercounty travel.

CAPITAL IMPROVEMENT ELEMENT

Policy 1.6-d.e-3 (Renewal and Replacement): Fair-Share Road Impact Fees, pursuant to Ordinance 89-19, shall continue to be assessed to residential and non-residential development Countywide, for County roads.

Village of Palm Springs

Executive Brief

AGENDA DATE: July 10, 2025

DEPARTMENT: Finance

ITEM #2: Fund Balance Policy with Emergency Reserve

SUMMARY: This resolution revises Resolution No. 2024-01, a policy adopted on January 11, 2024, that set the target range of unassigned fund balance for the General Fund and created reserves for Working Capital and Capital Construction in the Water and Sewer Enterprise Fund. The Government Finance Officers Association (GFOA) recommends that governments establish a formal policy on the level of unrestricted fund balance that should be maintained in the general fund for GAAP and budgetary purposes.

The General Fund policy proposed for the Village establishes a target range of 25-30% assigned fund balance for the annual Operations and Maintenance Expenses (excluding depreciation, amortization, and interest expenses) essentially restricting this amount and still leaving the unassigned fund balance. In doing so, the Village is aligning with GFOA best practices of maintaining a restricted amount of the budget and still leaving an unappropriated fund balance.

The Water and Sewer Enterprise Fund policy states that the Working Capital Reserve target should be at least 30% of the annual Operations and Maintenance Expenses (excluding depreciation, amortization, and interest expenses). In addition, 20% of the system's net capital assets should be assigned to the Capital Construction Reserve.

Additionally, the Village is adding to the fund balance policy setting Emergency Financial Reserves of up to $3 million. This would be in the event of a major natural disaster and would further protect the Village's assets.

FISCAL IMPACT:
These policies will align with GFOA best practices and protect the assets of the Village and our Water and Sewer Utility.

ATTACHMENTS:
1. Resolution No. 2025-11 Water Sewer and Utility Fund Policy Appropriations 6.30.2025
2. Exhibit A FB Policy 06.24.25

RESOLUTION 2025-11

A RESOLUTION OF THE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVING AN UPDATED POLICY SETTING THE TARGET RANGE OF THE UNAPPROPRIATED FUND BALANCE FOR THE GENERAL FUND AS RECOMMENDED BY THE GOVERNMENTAL ACCOUNTING AND FINANCIAL STANDARDS BOARD (GASB); INCREASING RESERVES FOR WORKING CAPITAL AND CONSTRUCTION IN THE WATER AND SEWER ENTERPRISE FUND; CREATING A FUND BALANCE POLICY FOR EMERGENCY FINANCIAL RESERVES; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, in Resolution No. 2024-01, the Village Council adopted a policy that set the target range of unappropriated fund balance for the General Fund and created reserves for Working Capital and Capital Construction in the Water and Sewer Enterprise Fund; and

WHEREAS, the intent of the Fund Balance Policy for General Fund and Reserve Policy for Water and Sewer Enterprise Fund is to ensure financial stability for Village customers and taxpayers; and

WHEREAS, the General Fund Policy (Exhibit “A”) established a target range of 25-30% for unassigned fund balances based on the total General Fund Expenditure Budget (excluding transfers to other funds); and

WHEREAS, the Water and Sewer Enterprise Fund policy (Exhibit “B”) states that the Working Capital Reserve target should be at least 30% of the annual Operations and Maintenance Expenses (excluding depreciation, amortization, and interest expenses) and the Capital Construction Reserve target should also be set at 20% of the system's net capital assets; and

WHEREAS, the Village would also like to further create a fund balance policy for Emergency Financial Reserves, which would serve to further protect the Village’s assets in the event of a major natural disaster; and

WHEREAS, the Village finds approving the updated policy as set forth herein services a valid public purpose.

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

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

Section 2. The Village's updated policies on the General Fund, Water and Sewer Enterprise Fund and Emergency Financial Reserves is attached hereto as Exhibits "A" and "B", which are incorporated herein by reference.

Section 3. All resolutions or parts of resolution in conflict with this Resolution are hereby repealed to the extent of such conflict, including but not limited to Resolution No. 2024-01.

Section 4. This Resolution shall take effect upon adoption.

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

	Aye	Nay	Absent
BEV SMITH, MAYOR	□	□	□
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 JULY 2025.

VILLAGE OF PALM SPRINGS, FLORIDA
BY: _____
KIM SCHMITZ, VICE-MAYOR

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

REVIEWED FOR FORM AND LEGAL SUFFICIENCY
BY:_____
CHRISTY GODDEAU, VILLAGE ATTORNEY

EXHIBIT A

Village of Palm Springs
General Fund
Fund Balance Policy

Purpose

To adopt a Fund Balance Policy to comply with Governmental Accounting and Financial Standards Board Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions;* to provide for the prudent disposition of excess funds realized in the General Fund.

I. Policy

The Village establishes and will maintain Fund Balance, as defined herein, in accordance with Governmental Accounting and Financial Standards (GASB) Statement No. 54. Within the governmental funds of the Village fund balance shall be composed of nonspendable, restricted, committed, assigned and unassigned amounts.

II. **Definitions**

Fund Balance - The difference between assets and liabilities reported in a governmental fund.

Nonspendable Fund Balance -Amounts that are (a) not in a spendable form or (b) legally or contractually required to be maintained intact. "Not in spendable form" includes items that are not expected to be converted to cash (inventories, prepaids) and items such as long-term amount of loans, as well as property acquired for resale.

Restricted Fund Balance -Amounts that have externally enforceable limitations on use of resources either (a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.

Committed Fund Balance -Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Village Council. Commitments may only be removed or changed by the Village Council taking the same formal action (resolution) that imposed the constraint originally.

The use (appropriation) of committed fund balances will be considered in conjunction with the annual budget adoption process or by budget amendment approved by resolution of Village Council during the fiscal year.

Assigned Fund Balance -Amounts that are constrained by the government's intent to be used for specific purposes that are neither considered restricted or committed. The authority to assign fund balance rests with the Village Manager.

Assignment of fund balance may be a) made for a specific purpose that is narrower than the general purposes of the government itself; and/orb) used to reflect the appropriation of a portion of existing unassigned fund balance to eliminate a projected deficit in the subsequent year's budget in an amount no greater than the projected excess of expected expenditures over expected revenues.

Assigned fund balance shall reflect management's intended use of resources as set forth in the annual budget (and any amendments thereto). Assigned fund balance may or may not be appropriated for expenditure in the subsequent year depending on the timing of the project/reserve for which it was assigned.

Unassigned Fund Balance -The residual classification for the General Fund. This classification represents fund balance that has not been assigned to other funds and that has not been restricted, committed, or assigned to specific purposes within the General Fund.

Unrestricted Fund Balance -The total committed fund balance, assigned fund balance and unassigned fund balance.

Operating Budget -The total General Fund budget less capital outlay and transfers to other funds.

Excess Funds -The surplus of revenues over expenditures/expenses in accordance with generally accepted accounting principles for governments, transfers required for compliance with bond covenants and grant agreements, and transfers to other funds as approved by Village Council.

III. **Spending Order of Fund Balances:**

Restricted amounts shall be spent first when both restricted and Unrestricted Fund Balance is available unless there are legal documents/contracts prohibiting this, such as grant agreements. Further, the order of priority shall be Committed Fund Balance, followed by Assigned Fund Balance, and then Unassigned Fund Balance when expenditures are incurred for purposes for which amounts in any of the Unrestricted Fund Balance classifications could be used.

IV. Emergency Reserve Policy

The Village's Financial Reserves Policy acts to mitigate other forms of uncertainty such as changes in the tax and spending policies of federal and state governments; imposition of mandates by federal and state governments or the courts; financial impacts of labor agreements, particularly those stemming from collective bargaining; repairs and replacement of the City's aging infrastructure; unforeseen increases in energy costs; and potential disasters. The Village is restricting $3 million for Emergency Reserves in the event that these funds are required for any of the above listed purposes.

~~IV.~~V. Minimum Level of A~~Una~~ssigned Fund Balance

~~Unassigned~~ Assigned Fund Balance is the residual classification for the General Fund and represents fund balance that has ~~not been restricted,~~been committed, or assigned to specific purposes with the General Fund. The Village target ~~un~~assigned fund balance is a range of 2~~5~~5% to 30~~30~~% of the total Operating General Fund Expenditure Budget (less transfers to other funds) adopted for the upcoming fiscal year beginning October ~~1~~1st.

If, after the annual audit, prior committed or assigned fund balance causes the ~~un~~assigned fund balance to fall below 25~~5~~% of general fund operating expenditures, the Village Manager will so advise Village Council in order for the necessary action to be taken to restore the unassigned fund balance to 25~~5~~% of General Fund operating expenditures.

The Village Manager will prepare and submit a plan for committed and/or assigned fund balance reduction, expenditure reductions and/or revenue increases to Village Council. The Village shall take the necessary action to restore the unassigned fund balance to acceptable levels within two years.

If the Village's ~~un~~assigned fund balance exceeds the 30% target range, the ~~CFO~~ Finance Director will notify the Village Manager and suggest establishing or increasing assigned fund balances for disaster recovery, capital project funding or for other non-recurring expenditures.

~~V.~~VI. Annual Review and Determination of Fund Balance Policy Compliance

Compliance with the provisions of this policy shall be reviewed as part of the annual budget adoption process, and the amounts of restricted, committed, assigned, non-spendable, and the minimum level of unassigned fund balance shall be reviewed during this process.

EXHIBIT B

Village of Palm Springs
Water and Sewer Enterprise Fund
Reserve Policy

Purpose

To adopt a reserve policy for the Village's Water and Sewer Enterprise Fund that supports the continuity of operations, provides for system maintenance and improvements while maintaining rate stability for our customers.

I. Policy

The Village policy is to maintain a Working Capital Reserve equivalent to 30% of annual Operating and Maintenance (O&M) Expenses. If the operating reserve is projected to fall below the target of 30%, then appropriate action, including rate increases and/or reductions in spending will be taken to restore the reserve to the target level.

II. Definitions

Excess Funds -The surplus of revenues over expenses in accordance with generally accepted accounting principles for governments, transfers required for compliance with bond covenants and grant agreements, and transfers to other funds as approved by Village Council.

Operating Revenues -The total of water and sewer revenues (net of bad debt) and other revenues as defined as by Generally Accepted Accounting Principles for Government.

Operating Expenses -The total of all administrative, operating, maintenance and repair expenses, paid or accrued, of the Water and Sewer Enterprise Fund, excluding depreciation, amortization, and interest expense.

Working Capital - The amount of current assets that are in excess of current liabilities. The measure of working capital indicates the relatively liquid portion of total enterprise fund

capital, which constitutes a margin or buffer for meeting obligations.

Capital Construction Reserve - (also known as R&R reserve) - funds set aside to meet future capital needs to mitigate the use of debt or operating funds. The Capital Construction Reserve target is 20% of the net capital assets of the system.

III. Minimum Level of Working Capital Reserves

Excess Funds shall be transferred to the Working Capital Reserve until that amount equals 30% of Operating Expenses.

Once Working Capital Reserve equals 30% of Operating Expenses any remaining excess funds shall be transferred to the Water and Sewer Capital Construction Reserve until that amount equals 20% of the net capital assets of the system.

Excess funds remaining after obtaining the two targets established above shall be split evenly and distributed between the Working Capital Reserve and the Capital Construction Reserve.

IV. Use of and Replenishment of Reserves

Working Capital Reserves should not be consumed by recurring operating expenses but may need to be used to address unanticipated equipment failures, damages from hurricanes or other environmental impacts.

The Utilities Department Director is responsible for notifying the Village Manager and Chief Financial Officer if they see a need arise that will impact the reserve balances.

It will then be the responsibility of the Village Manager to recommend to the Village Council the steps that will be implemented to restore the reserves the minimum amounts within a two-year period.

Village of Palm Springs

Executive Brief

AGENDA DATE: July 10, 2025

DEPARTMENT: Finance

ITEM #3: Resolution No. 25-42 Adopt a Debt Management Policy

SUMMARY: The Village currently does not have an official policy for managing debt. The new Debt Management Policy will help create efficiency and ensure we are financially responsible. This is relevant as the Village has a pervious General Obligation (G.O.) Note from February 24, 2012, for a total of $6,477,462 which was backed by the Village's full credit and taxing power and the money was used to pay off the Village's earlier debts. If the Village desires to incur additional debt in the future, it is important to have a clear process for issuing and managing debt. This change will help the Village improve its credit rating and benefit taxpayers.

The Finance Department's goal is to have an effective Debt Management program that supports the Village's aim for strong government performance. A good program starts with a clear Debt Management policy, helping the Village reach both its short-term and long-term financial goals.

FISCAL IMPACT:
The Debt Management Policy impacts both government and enterprise funds and will improve compliance and Treasury.

ATTACHMENTS:
1. Resolution No. 2025-42 Debt Management
2. Exhibit A Debt Service Policy - VPS

RESOLUTION NO. 2025-42

A RESOLUTION OF THE VILLAGE OF PALM SPRINGS, FLORIDA, TO ESTABLISH THE VILLAGE OF PALM SPRINGS' DEBT MANAGEMENT POLICY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in s. 2(b), Art. VIII of the State Constitution, municipalities shall have the governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services (s. 166.021, F.S.); and

WHEREAS, the governing body of every municipality may borrow money, contract loans, and issue bonds as defined in Section 166.101, F.S., from time to time to finance the undertaking of any capital or other project for the purposes permitted by the State Constitution and may pledge the funds, credit, property and taxing power of the municipality for the payment of such debts and bonds (s. 166.111, F.S.); and

WHEREAS, the Village Council desires to standardize and rationalize the issuance and management of debt by the Village of Palm Spring as well as enhance the Village's ability to operate within credit markets with a view to maintain and enhance credit ratings; and

WHEREAS, the Village Council desires to establish a policy to standardize and rationalize the issuance and management of debt by the Village of Palm Springs as well as enhance the Village's ability to operate within credit markets with a view to maintain and enhance credit ratings; and

WHEREAS, the Village Council has determined that this policy serves a municipal purpose and benefits the taxpayers of the Village of Palm Springs

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

Section 1. Ratification of Recitals. The foregoing recitals are hereby ratified and confirmed as true and correct and are hereby made a part of this Resolution.

Section 2. Conflict. If any resolutions, or parts of resolutions, are in

conflict herewith, this Resolution shall control to the extent of the conflicting provisions.

Section 3. Severability. The provisions of this Resolution are intended to be severable. If any part of this Resolution is determined to be void or is declared illegal, invalid, or unconstitutional by a Court of competent jurisdiction, the remainder of this Resolution shall remain in full force and effect.

Section 4. Policy. The Village Council hereby adopts the Village's Debt Management Policy, approved in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference.

Section 5. Effective Date. This Resolution shall become effective 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	☐	☐	☐

PASSED AND ADOPTED by the Village Council of the Village of Palm Springs, Florida, this 10th day of July, 2025.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
KIM SCHMITZ, VICE-MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY:_____
CHRISTY GODDEAU, VILLAGE ATTORNEY

EXHIBIT A

Village of Palm Springs
Debt Management Policy

Purpose Statement

To establish Village of Palm Spring's Debt Management Policy.

As provided in s. 2(b), Art. VIII of the State Constitution, municipalities shall have the governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services (s. 166.021, F.S.). The governing body of every municipality may borrow money, contract loans, and issue bonds as defined ins. 166.101, F.S., from time to time to finance the undertaking of any capital or other project for the purposes permitted by the State Constitution and may pledge the funds, credit, property and taxing power of the municipality for the payment of such debts and bonds. (s. 166.111, F.S.) The Village Council adopted Resolution 25-XX_ to establish the Village's Debt Management Policy (hereinafter referred to as the "Policy") pursuant to the authority set forth in the Constitution of the State of Florida, Chapter 166, Part II, Florida Statutes, and other applicable provisions of law. This Policy is intended to standardize and rationalize the issuance and management of debt by the Village of Palm Springs as well as enhance the Village's ability to operate within credit markets with a view to maintain and enhance credit ratings. This Policy supersedes and replaces any prior adopted policies on the same subject matter. This Policy may be amended by Resolution adopted by the Village Council.

I.Introduction

The Policy provides a general framework under which the Village plans for and manages the use of debt financing. This Policy should be considered within the broader scope of the Village's Comprehensive Financial Policies and other Village rules and regulations. The Village of Palm Springs, Florida, is a municipal corporation of the State of Florida duly authorized pursuant to the Constitution of the State of Florida, Chapter 166, Part 11,Florida Statutes, and other applicable provisions of law to borrow money to finance capital projects and refund existing debt.

II.Purpose

The purpose of this Policy is to establish parameters and provide guidance governing issuance, management, continuing evaluation of and reporting on all debt obligations issued by the Village of Palm Springs, and to provide for the preparation and implementation necessary to ensure compliance and conformity with this Policy, the Village's Charter, the Village's code of ordinances and Florida law.

III.Purposes and Uses of Debt

The Village may issue commercial paper and other forms of variable rate short-term debt (debt with less than 12 months of maturity) from time to debt.

Incurring long-term debt serves to obligate future taxpayers ("long-term debt" is defined as debt with greater than 12 months of maturity). Excessive reliance on long-term debt obligations can cause debt levels to reach or exceed the government's

ability to pay. There are many categories of long-term debt available, therefore, the Village's conscientious use of long-term debt will provide assurance that future residents will be able to service the Village's debt obligations.

General obligation debt which is supported by property tax revenues will be utilized as authorized by voters. Debt secured by legally available non ad valorem revenues may be utilized for other types of enterprise debt (i.e. water, sewer, solid waste and storm water) when supported by dedicated revenue sources (i.e user charges).

IV. Limitations on Village Indebtedness

As a matter of good public policy and budgetary considerations, the Village will continue to maintain institutionalized control over its debt issuance.

The Village will attempt to maintain primarily a "pay as you go" financing program for capital improvements. Debt financing, to include general obligation bonds, revenue bonds, certificate of participation, lease/purchase agreements, and other obligations permitted to be issued under Florida state law, shall only be used to purchase capital assets and infrastructure that cannot be acquired from either current revenues or fund balance.

Borrowings by the Village should be of a duration that does not exceed economic life of the improvement or asset that it finances and, where feasible, should be shorter than the expected economic life of the asset(s) being financed.

Long term debt will not be issued in order to finance current operating costs or normal, routine maintenance. Further, debt financing will be used for major, non-recurring items with a minimum of four years of useful life.

The Village shall not assume more tax-supported general-purpose debt without conducting an objective analysis as to the community's ability to assume and support additional debt service payments.

For the Village to issue additional pari-passu bonds, covenants as authorized in the respective bond issues must be complied with.

When appropriate, self-supporting revenue bonds shall be issued in lieu of general obligation bonds.

The Village will strive to maintain a gross bonded general obligation principal debt at a level not to exceed 2% of the assessed value of taxable property within the Village.

The Village will strive to prudently reduce the par amount of debt outstanding each year by paying scheduled principal payments and/ or via early redemption.

The Village will strive to ensure that annual general bonded debt service costs (principal and interest) will not exceed 15% of the Village's General Fund Expenditures (excluding one-time bond and extraordinary expenses).

Any repayment provisions shall be structured to achieve level debt service payments to the extent possible. Scheduling larger payments during the later years shall be avoided, unless used to wrap around existing pari-passu bonds.

V. Selection of Finance Consultants and Service Providers

The Village shall employ an outside professional financial advisor, other than the Village's underwriter, who is familiar with and abreast of the conditions of the municipal market, and is available to assist in structuring the issue, pricing, and monitoring sales

procedures. The Village shall not use a firm to serve as both the financial advisor and underwriter.

The Village's Finance Director or designee shall be responsible for establishing a solicitation and selection process for securing professional services that are required to develop and implement the Village's debt program. The solicitation and selection process for such services must comply with Village's Code of Ordinances and other adopted policies and for such services, including procurement requirements for professional and technical services, if appropriate.

Financial Advisor: The Finance Director or designee, upon consultation of a review committee (defined below), shall make a recommendation to the Village Council regarding the selection of a financial advisor to be engaged and the duration of such engagement. The time period for engagement may be related to an individual or a series of financings, or for a specified period. The Village Council shall make such selections taking into consideration the recommendation of the review committee. A financial advisor under contract with the Village will not be eligible to serve as underwriter for Village bond issues during the term of the contract and for the successive two years. Any firm acting as a financial advisor to the Village regarding debt issuance must be registered Municipal Advisor (as defined by the Municipal Securities Rulemaking Board) and must remain in compliance with all securities regulations.

Bond **Counsel:** As part of its responsibility to oversee and coordinate the marketing of all Village indebtedness, the Finance Director, or designee, shall consult with the Village Attorney's Office and the Finance Director, or designee, shall make recommendation to the Village Council regarding the selection of one or more Bond Counsel firms to be engaged and the duration of the engagement. Bond Counsel may be selected for an individual financing, for a series of financings, or for a specified period of time. The Village Council shall make such selection, taking into consideration these recommendations.

Underwriters. The Financial Advisor, at the direction of the Finance Director or designee, shall solicit proposals for underwriting services for all long-term debt issued in a negotiated or private placement sale mode. The solicitation process shall include formation of a review committee made up of the Finance Director and Village Treasurer to review written proposals and, if deemed necessary, conduct oral interviews. The selection of underwriters may be for an individual or series of financings or for a specified period of time. The review committee serves as a fact-finding and shall not render final decisions on selection of an underwriter.

Commercial Banks. The Finance Director, in consultation with the Village Treasurer, may solicit proposals from commercial banks to provide lines of credit, letters of credit, direct loans and direct bank placements as needed. Selection of such providers will be based upon the proposed financial terms deemed most advantageous to the Village, including, but not limited to, lowest cost.

Other Service Providers. The Financial Advisor, in consultation with the Finance Director, or designee, shall periodically solicit for providers of other services necessary to carry out the Village's Council's directive in compliance with this Policy and other directives.

VI. Method of Sale

The Finance Director shall consult with the Village's Financial Advisor prior to each

financing. The Finance Director will bring forward a recommendation to the Village Council who shall render a determination of the appropriate method of sale of Village's long-term debt obligations"

Presumption of Competitive Sale. The Village, as a matter of policy, shall issue its long-term debt obligations through a competitive sale unless the Finance Director upon advice from the Financial Advisor and Village Attorney determines that such a sale method is unlikely to produce the best results or is otherwise not in the best interests of the Village, subject to Village Council authorization and approval. In some instances, the Village may enter negotiation with an underwriter (or syndicate of underwriters) for sale of the securities.

Negotiated Sale. The Village may elect to sell its debt obligation through a negotiated sale. Such determination may be made on an issue-by-issue basis, for a series of issues, or for part or all of a specific financing program. Selection of the underwriting team shall be made pursuant to selection procedures set forth in this policy, consistent with Village Code and policies, and as may be adjusted by the Finance Director or designee.

VII. Refunding of Village Indebtedness

Debt refunding involves monitoring the markets, interest rates and other conditions against the existing debt portfolio; all debt refundings need Village Council authorization and approval.

Monitoring of Refunding Opportunities. The Finance Director or designee, in conjunction with the Financial Advisor, shall be responsible for monitoring the interest rates and optional redemption provisions of the Village's outstanding debt in order to identify potential current or advance refunding opportunities.

Debt Service Savings-Advance Refundings. The Village may issue advance refunding bonds (as defined by federal tax law) when advantageous, legally permissible and prudent, and when net present value savings equals or exceeds 5 percent of the refunded bonds par amount. In addition, issuance of advance refunding bonds that generate at least 3 percent, but less than 5 percent, net present value debt service savings may be allowed with the approval of the Finance Director or designee, in consultation with the Village's Financial Advisor. Such approval shall be based upon an opportunity cost analysis of the net present value savings benefits of executing the advance refunding versus waiting for a possible future decline in interest rates or possible increase in the available escrow account yield.

Debt Service Savings-Current Refundings. The Village may issue current refunding bonds (as defined by federal tax law) when advantageous, legally permissible and prudent, and when net present value savings equal or exceed 3 percent of the refunded bonds par amount.

Restructuring of Debt. The Village may choose to refund outstanding indebtedness when existing bond covenants or other financial structures impinge on prudent and sound financial management. Savings requirements for current or advance refundings undertaken to restructure debt may be waived by the Finance Director and the Village Treasurer upon finding that such a restructuring is in the Village's best financial interests.

Open Market Purchase of Village Securities. The Village may choose to defease its outstanding indebtedness through purchases of its securities on the open market when market conditions make such an option financially feasible. The Finance Director and the Village Treasurer shall be responsible for developing procedures for executing

open market purchases and the savings objectives to be achieved by undertaking such actions, pursuant and subject to state and federal law.

VIII. Use of Credit Enhancement

Credit enhancements are mechanisms which guarantee principal and interest payments. They include bond insurance, letters of credit and surety bonds. The Village may use these credit enhancements when such credit enhancement proves cost effective or is otherwise beneficial to the Village.

IX. Credit Ratings

The Village will seek to maintain and, if possible, improve the Village's current bond rating in order to minimize borrowing costs and preserve access to credit.

Rating Agency Relationships. The Finance Director or designee along with the Village's Financial Advisor shall be responsible for maintaining relationships with the rating agencies that currently assign ratings to the Village's various debt obligations. This effort shall include providing periodic updates on the Village's general financial condition along with coordinating meetings and presentations in conjunction with a new debt issuance.

Use of Rating Agencies. The Finance Director or designee along with the Village's Financial Advisor shall be responsible for determining whether a rating shall be requested on a particular financing, and which of the major rating agencies shall be asked to provide such a rating.

X.Rebate Compliance and Other Post-Issuance Responsibilities

The Finance Director or designee shall establish and maintain a system of record keeping and reporting to meet the arbitrage compliance requirements of the federal tax code and Florida law. Additionally, the Finance Director or designee should employ the services of third-party consultants for arbitrage reporting.

XI. Reporting and Continuing Disclosure

The Village will comply with the standards of the Government Finance Officers Association for financial reporting and budget presentation and the disclosure requirements of the Securities and Exchange commission. The Village is committed to continuing disclosure of financial and pertinent credit information relevant to the Village's outstanding debt and will maintain compliance with disclosure standards promulgated by state and national regulatory bodies.

Primary Market Disclosure. The Finance Director or designee shall be responsible for the review, approval and publication of official primary market disclosure information, including review by debt- issuing staff, the Village Attorney, Bond Counsel and the Village Council as appropriate. Such processes shall be periodically reviewed to ensure that the Village is complying with legal requirements and following accepted best practices with respect to primary market disclosure.

Continuing Disclosure. The Village Treasurer shall be responsible for preparing and providing required continuing disclosure information to the Electronic Municipal Market Access ("EMMA") or any such successor organization designed to assist issuers in maintaining compliance and disclosure standards promulgated by state and national regulatory bodies. The Village Treasurer shall be responsible for establishing and maintaining a process to guide continuing disclosure actions and responsibilities. Additionally, the Village Treasurer may determine that it is in the Village's best interest to prepare and provide information beyond the minimum

continuing disclosure requirements and may prepare and provide such information from time-to-time to credit agencies and regulators.

XII.Debt Policy Implementation

This debt management policy shall be implemented by the Finance Director. The Finance Director or designee shall review the policy at least every two years and shall bring proposed amendments to the Village Council for their consideration.

XIII.Definitions

Advanced Refunding: A financing technique that allows an issuer to obtain the benefit of lower interest rates when the outstanding bonds are not currently callable. The proceeds from the sale of the refunding bonds are used to purchase taxable government securities, which are deposited in an escrow account.

Arbitrage Rebate Compliance: Tax-Exempt bonds issued on or after Sept 1, 1986 are monitored to determine if the interest rate differential that exists when proceeds from a municipal bond-which is tax- free and carries a lower yield - are invested in taxable securities with a yield that is higher. Any profit or "arbitrage" is "rebated" to the IRS.

Assessed Value: A valuation set upon real estate or other personal property by a government as a basis of levying taxes. The assessed value is set by the Property Appraiser.

Gross Bonded Debt: The sum of the total bonded debt and any unfunded debt (typically short-term notes) of the issuer.

Current Refunding: A transaction in which the outstanding bonds to be refunded are called and paid off within 90 days of the date of issuance of the refunding bonds.

Debt Obligations: Bonds, notes, letters and lines of credit issued against a pledge of a specific revenue source or sources with proceeds used to fund a project providing for a public benefit.

Debt Service: Required payments for principal and interest.

General Obligation Bonds (G.O. BONDS): Bonds which are secured by the full faith and credit of the issuer. General obligation bonds issued by local units of government are secured by a pledge of the issuer's ad valorem taxing power. Ad valorem taxes necessary to pay debt service on general obligation bonds are typically not subject to the constitutional property tax millage limits. Such bonds constitute debts of the issuer and normally require approval by election prior to issuance. In the event of default, the holders of general obligation bonds have the right to compel a tax levy or legislative appropriation, by mandamus or injunction, in order to satisfy the issuer's obligation.

Government Finance Officers' Association: A national organization that, for over a century, has provided government finance professionals information on all aspects of public finance, educational opportunities, best practices, and public policies.

Issuance Costs: Costs associated with issuing debt (loans and bonds) such as various fees and commissions paid to investment banks, law firms, auditors, regulators and so on.

Negotiated Sale: The sale of a new issue of municipal securities by an issuer through an exclusive agreement with a previously selected underwriter or underwriting syndicate. A negotiated sale should be distinguished from a competitive sale, which requires public bidding by underwriters. Primary points of negotiation are the interest

rate and purchase price, which reflect the issuer's costs of offering its securities in the market. The sale of a new issue of bonds in this manner is also known as a negotiated underwriting.

Pari-Passu Bonds: Equal footing that describes situations where two or more assets, securities, creditors or obligations are equally managed without any display of preference.

Pay-As-You-Go: A term used to describe the financial policy of a governmental unit which finances all of its capital outlays from current revenues rather than by borrowing. A governmental unit which pays for some improvements from current revenues and for others by borrowing it on a partial or modified pay- as-you-go.

Rating Agencies: Provide credit ratings on corporate and bank debt issues. Includes Moody's, S&P and Fitch.

Revenue Bonds: Revenue bonds are municipal bonds that finance income-producing projects and are secured by the specified revenue source of the project or can be secured by non-ad valorem revenues of the Village.

Village of Palm Springs

Executive Brief

AGENDA DATE: July 10, 2025

DEPARTMENT: Parks & Recreation

ITEM #4: Approval of Work Authorization # 2 (Task Order #381) with Clear Span Structures, LLC.

SUMMARY: This Work Authorization is to complete two goals as identified in the Parks and Recreation Open Space Master Plan:

- **Goal 1: Full Preliminary Design of the Community Gathering Zone**
- **Goal 2: Developing the Design of the Overall Master Site Plan**

This work authorization with Clear Span Structures, LLC marks a significant step in advancing the vision outlined in the Village of Palm Springs' first-ever Parks and Recreation Master Plan, completed in 2024. That plan identified a bold, community-driven concept for the future of Village Commons Park, organized around four distinct recreational zones: Community Gathering Zone, Event Zone, Sports Field Zone and the Gymnasium Zone.

A key milestone in 2024 was the Village's acquisition of the former First Presbyterian Church property, which now serves as a centerpiece of the project and has been formally designated the Community Gathering Zone. To support this effort, the Village secured an $854,000 grant from the Florida Department of Environmental Protection's Florida Communities Trust (FCT) Program to assist with the land purchase. In return, the Village is committed to making meaningful recreational improvements to benefit the public. The grant requires the improvements to the Community Gathering Zone to be completed by 2027 (Goal 1).

This work authorization directly supports that commitment and is organized around two primary goals:

Goal 1: Full Preliminary Design of the Community Gathering Zone
This task will deliver the full architectural, landscape, aquatic, and civil design needed to develop the Community Gathering Zone into a functional and welcoming public space.

Scope of Work:

- Architectural Design:
  - Conceptual and schematic design for site features, outdoor pavilion, and amenities.
  - Landscape and hardscape layout.
  - Aquatic elements such as the splash pad.
  - New playground features.

- Civil Engineering:
    - Grading, drainage, and utility planning specific to the Community Gathering Zone.
    - Construction documents aligned with the approved site plan.
    - Permit submittals to applicable regulatory agencies.
- Deliverables:
    - Design vision board showing materials and concepts.
    - Preliminary technical narrative for aquatic systems.
    - Floor plans, site plans, and landscape designs.
    - Elevations and up to two (2) 3D renderings of key elements.

Goal 2: Developing the Design of the Overall Master Site Plan
This effort encompasses the entire Village Commons Park property and will guide future phased development across all four park zones.

Scope of Work

- Master Planning & Landscape Architecture:
    - Sitewide conceptual layout and unified landscape theme.
    - Integration of all four zones into a cohesive park design.
- Civil Engineering:
    - Sitewide evaluation of drainage, water, and sewer needs.
    - Stormwater management calculations for future buildout.
    - Offsite access improvements, including two driveway connections to Alemeda Drive.
    - Stormwater pollution prevention planning.
- Design Management:
    - Oversight of all design and engineering consultants.
    - Provide preliminary construction budget for the Community Gathering Zone.
    - Coordination with Florida Power & Light on overhead utility relocation.
    - Provide weekly progress reporting to Village staff.

FISCAL IMPACT:
The cost for Work Authorization (2) is $205,985. Funds for this work authorization are allocated in the approved Village Capital Improvement Plan (CIP) budget for FY 24/25.

ATTACHMENTS:
1. Village Commons Task Order WA# 02 Proposal- Final Revised 6 30 25
2. WA # 2- Signed
3. Project Zones
4. Master Agreement

CLEAR SPAN STRUCTURES

2000 Avenue P, Suite 5, Riviera Beach, FL
33404 P: 561.803.8100 F: 561.803.8119

May 15, 2025

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

Attn: Mr. Juan Ruiz

Re: Village Commons Park Improvements
Work Order #02

Dear Mr. Ruiz,

Clear Span Structures, LLC is pleased to provide you with a proposal for the above-referenced project. The scope of work for this Work Order will consist of the preliminary design of the overall Master Site Plan and Master Engineering Plan for the Village Commons Project. It will also include the preliminary design of the Community Gathering Zone. This scope of work is based on meetings and discussions with Village staff, and as further described below.

Clarifications:

- Please see ***Exhibit A***, which outlines the hourly billing rates for professional services to be provided pursuant to the Master Agreement. The rates listed herein shall apply to all authorized task orders issued by the Village and shall remain fixed for the duration of the Agreement.
- Please see ***Exhibit B,*** that outlines the specific compliance requirements, documentation standards, and procedural obligations related to grant-funded services under the Agreement as provided by the Village of Palm Springs.
- The design services for this work order are limited to development of the schematic overall master site plan, master drainage plan and improvements located within the Community Gathering Zone. Design services related to finalizing the overall master site plan, and improvements to the Community Gathering Zone will be performed in a future work order. Development of final designs for the improvements located within the other zones (Sports Field Zone, Event Zone, Gymnasium Zone, and Areca Palm Park Zone) will also be performed under future work orders. Construction of the improvements for the project will be performed as part of future work orders, as well.

- Our proposal is based on the following:
  - **Architectural**
  - Providing conceptual and schematic design for the overall Master Site Plan.
  - Providing conceptual and schematic landscape design for the overall Master Site Plan.
  - Providing conceptual design and schematic design for the Community Gathering Zone.

- Providing conceptual and schematic landscape design for the Community Gathering Zone.
- Providing conceptual and schematic aquatic design for the Community Gathering Zone.
- Deliverables will include:
    - Visioning material board describing key elements, materials and themes.
    - Preliminary technical narrative stating equipment specifications, mechanical engineering, utility loads, and minimum requirements for the splash pad at the Community Gathering Zone.
    - Conceptual site plans, landscape plans and floor plans depicting how the program needs will be met.
    - Conceptual elevations depicting building massing and relationship to the surroundings.
    - Up to two (2) 3D renderings of key structures/hardscapes.

- **Civil Engineering**
- Review the preliminary Master Site Plan with regard to civil engineering aspects, including drainage, water, and wastewater services for the site.
- Prepare a Master Engineering Plan and stormwater management calculations based on the total buildout plan.
- Provide paving, drainage, water and sewer construction documents for the Community Gathering Zone based on the Master site plan.
- Prepare and submit to required agencies for permitting.
- Deliverables will include:
    - Onsite paving, grading and drainage drawings.
    - Storm water pollution prevention basemap.
    - Off-site paving and drainage drawings for two (2) driveway connections to Alameda Drive.

- **Design Management**
- Providing management and coordination of the design and engineering consultants.
- Providing preliminary budget cost estimates for the Community Gathering Zone based on the schematic designs prepared by the design and engineering consultants.
- Providing coordination with Florida Power and Light service planning in regard to the relocation of the overhead power lines at the southern property line of the Community Gathering Zone.
- Providing weekly progress reports to Village staff.

We hereby propose to perform the scope of work for this Task order for a Contract Sum of **Two Hundred Five Thousand Nine Hundred Eighty-Five Dollars and Zero Cents ($205,985.00)**. A summary breakdown of the Contract Sum is attached for your information.

We anticipate that the time frame for completing the scope of work for this Task Order will be ninety to one hundred and twenty (90-120) days. A preliminary Gantt chart describing the process is attached for your information.

Please contact our office at your earliest convenience should you have any questions or concerns regarding this proposal.

Sincerely,

Seth Ford
Vice President

CLEAR SPAN STRUCTURES

Date: 3/31/2025
Job Name: Village of Palm Springs Village Commons
Task Order 02 - Master Site Plan/Community Gathering Z

CSI CODE	DESCRIPTION	BID AMOUNT
	DESIGN MANAGEMENT	**35,664**
	DESIGN & DEVELOPMENT	
17-1000-O	Architectural & Engineering Fees	143,372
	DIVISION 17 TOTAL	**143,372**
	SUBTOTAL	**179,036**
	INSURANCE	
19-4000-O	Project Insurances	3,223
	PERMIT & FEE	
19-1000-O	Permit Fees **(ALLOWANCE)**	5,000
19-2000-O	Pre-Construction Fee	18,726
	TOTAL BASE ESTIMATE	**$ 205,985**

BID TAB

Job Name: Village of Palm Springs Village Commons
DIVISION: 17-1000
SCOPE: Architectural & Engineering Fees

Back to Summary Sheet

ITEM:	QTY	UNITS	$/UNIT	EXT	SUBCONTRACTOR JW Architects + Sii
Architect - JW Architects					
Schematic Design	1	LS	48,500.00	48,500.00	48,500.00
Prelim land & Irrigation	1	LS	15,525.00	15,525.00	15,525.00
Prelim Auqatics	1	LS	19,847.00	19,847.00	19,847.00
Expense Allowance	1	LS	2,000.00	2,000.00	2,000.00
Civil Engineer - Simmons & White					
Engineering & Storm Water Calculations	1	LS	25,000.00	25,000.00	25,000.00
(Budget) SitePlan Assist	1	LS	10,000.00	10,000.00	10,000.00
CD's - Paving & Drainage	1	LS	22,500.00	22,500.00	22,500.00
(Budget) Services During Construction	1	LS	15,000.00	15,000.00	Future Task

ADJUSTMENTS:

BUY OUT / HEDGE

Total 143,372.00

NOTES:

CLEAR SPAN STRUCTURES

2000 Avenue P, Suite 5, Riviera Beach, FL 33404

Design Management

Job Name: Village of Palm Springs Village Commons

Job Size (sqft): 653,400

Job Duration (wks): 12

Estimator: Cameron Siegler

Code	Description	Qty	Unit	Adj.	Labor	Sub	Material	Amount
	FIELD PERSONNEL							
01-3100-0	PRINCIPLE	480	HR	8%	175.00			6,720.00
01-3150-0	PROJECT EXECUTIVE	480	HR	12%	150.00			8,640.00
01-3200-O	SUPERINTENDANT	480	HR	0%	115.00			0.00
01-3210-0	ASSISTANT PROJECT MANAGER	480	HR	0%	110.00			0.00
01-3250-O	PROJECT MANAGER	480	HR	24%	125.00			14,640.00
01-3260-O	ASSISTANT SUPERINTENDENT	480	HR	0%	95.00			0.00
01-3270-O	ESTIMATOR	480	HR	0%	110.00			0.00
01-3280-0	CHIEF ESTIMATOR	480	HR	0%	125.00			0.00
01-3300-O	PROJECT ADMINISTRATOR	480	HR	5%	80.00			1,916.00
01-3350-O	PROJECT/FIELD ENGINEER	480	HR	0%	95.00			0.00
01-9950-O	VEHICLE EXPENSE	12	WK	50%			510.00	3,060.00
01-4020-O	PLANS & BLUEPRINTS	1	LS	50%			1,000.00	500.00
01-5040-O	TEMPORARY PHONE PORTABLE	3	MO	50%		125.00		188.00
				0%				

NOTES:

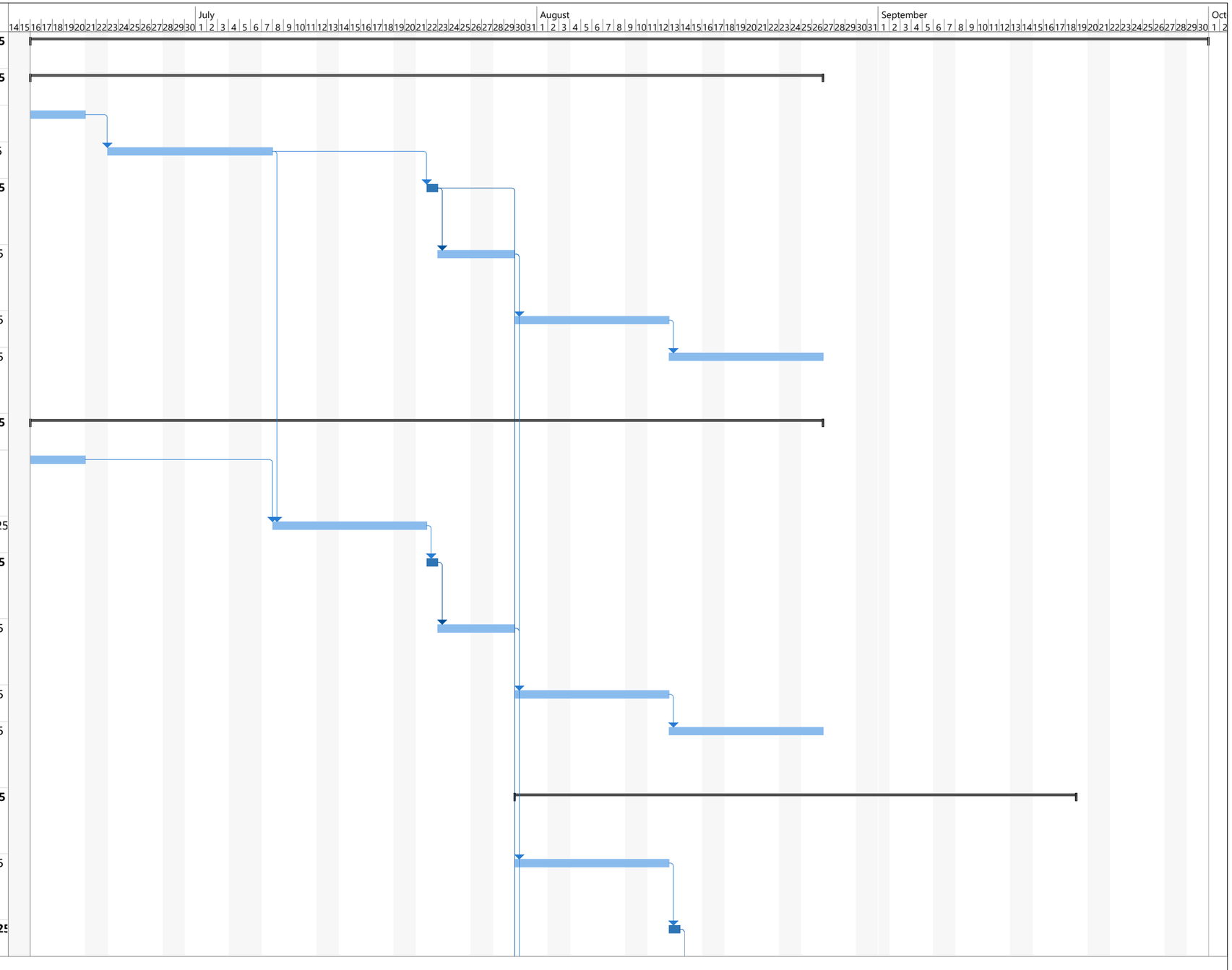
% General Conditions of job 17.31%

01-5200-O

Subtotal >	$	35,664.00
Labor Burden >		Included
GRAND TOTAL >	**$**	**35,664.00**
Avg. Cost/Wk >	$	2,972.00
Avg. Cost/Mo >	$	12,878.67

Back to Summary Sheet

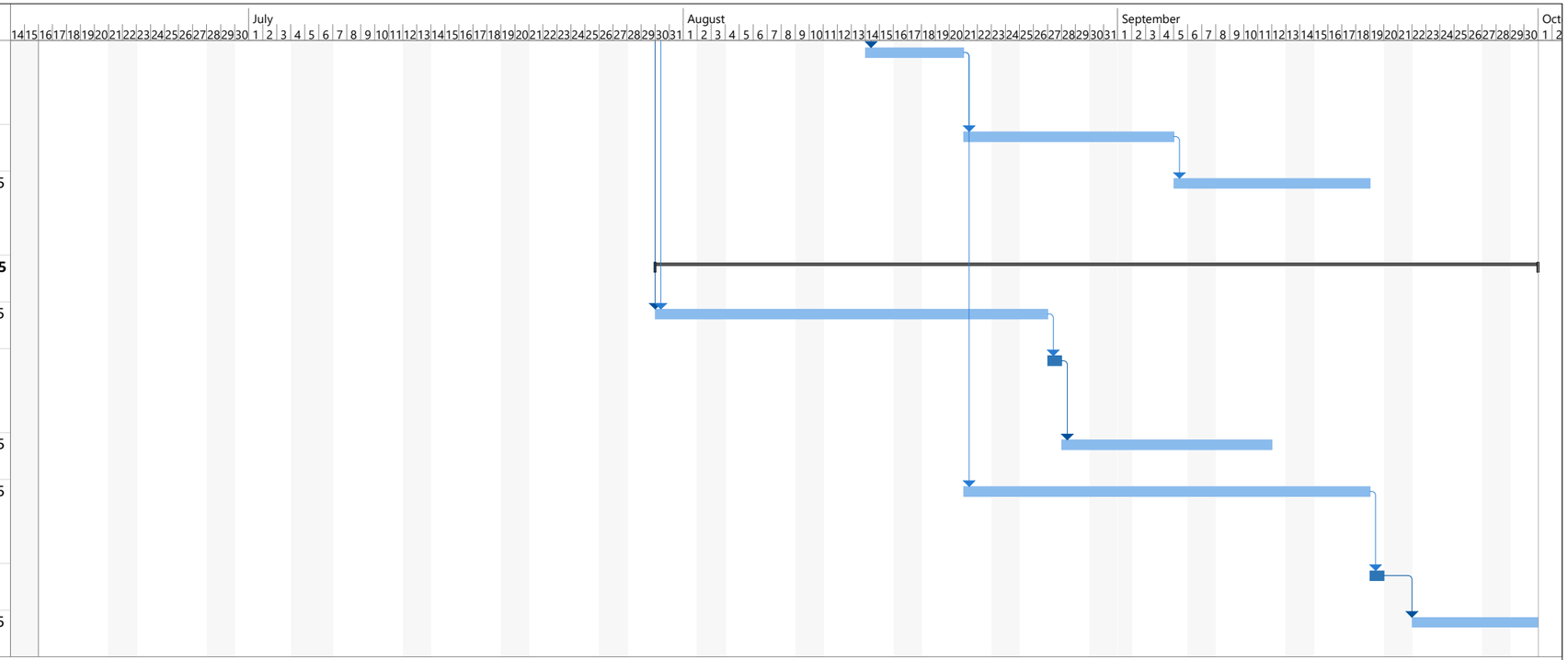
ID	Task Name	Duration	Start	Finish
1	**Village Commons Task Order 02**	**75 days**	**Mon 6/16/25**	**Tue 9/30/25**
2	**Overal Site Plan Schematic Design**	**51 days**	**Mon 6/16/25**	**Tue 8/26/25**
3	Review As-Built Survey Information	5 days	Mon 6/16/25	Fri 6/20/25
4	Prepare Initial Schematic Site Plan	10 days	Mon 6/23/25	Mon 7/7/25
5	**Review Site Schematic Site Plan with VPS Staff**	**1 day**	**Tue 7/22/25**	**Tue 7/22/25**
6	Incorporate Staff Comments Into Schematic Site Plan	5 days	Wed 7/23/25	Tue 7/29/25
7	Prepare Final Schematic Site Plan	10 days	Wed 7/30/25	Tue 8/12/25
8	Prepare Deliverables (Drawings, Design Boards, Specifications, Renderings)	10 days	Wed 8/13/25	Tue 8/26/25
9	**Overall Master Drainage Plan**	**51 days**	**Mon 6/16/25**	**Tue 8/26/25**
10	Review As-Built Survey and Record Documents	5 days	Mon 6/16/25	Fri 6/20/25
11	Prepare Initial Master Drainage Plan	10 days	Tue 7/8/25	Mon 7/21/25
12	**Review Master Drainage Plan with VPS Staff**	**1 day**	**Tue 7/22/25**	**Tue 7/22/25**
13	Incorporate Staff Input Into Master Drainage Plan	5 days	Wed 7/23/25	Tue 7/29/25
14	Prepare Final Master Drainage Plan	10 days	Wed 7/30/25	Tue 8/12/25
15	Prepare Deliverables (Drawings, Calculations, Permit Applications)	10 days	Wed 8/13/25	Tue 8/26/25
16	**Community Gathering Zone Schematic Design**	**36 days**	**Wed 7/30/25**	**Thu 9/18/25**
17	Prepare Initial Schematic Design for the Community Gathering Zone	10 days	Wed 7/30/25	Tue 8/12/25
18	**Review Schematic Design with VPS Staff**	**1 day**	**Wed 8/13/25**	**Wed 8/13/25**



Project: Project1
Date: Tue 5/13/25

Task
Split
Milestone
Summary
Project Summary
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
External Tasks
External Milestone
Deadline
Progress
Manual Progress

ID	Task Name	Duration	Start	Finish
19	Incorporate Staff Comments Into Schematic Design	5 days	Thu 8/14/25	Wed 8/20/25
20	Prepare Final Schematic Design	10 days	Thu 8/21/25	Thu 9/4/25
21	Prepare Deliverables (Drawings, Design Boards, Specifications, Renderings)	10 days	Fri 9/5/25	Thu 9/18/25
22	**Budgeting**	**44 days**	**Wed 7/30/25**	**Tue 9/30/25**
23	Prepare Initial Overall Budget	20 days	Wed 7/30/25	Tue 8/26/25
24	**Present Initial Overall Budget to Village Staff**	**1 day**	**Wed 8/27/25**	**Wed 8/27/25**
25	Incorporate Staff Comments Into Budget	10 days	Thu 8/28/25	Thu 9/11/25
26	Prepare Initial Community Gathering Budget	20 days	Thu 8/21/25	Thu 9/18/25
27	**Present Initial Budget to Village Staff**	**1 day**	**Fri 9/19/25**	**Fri 9/19/25**
28	Incorporate Staff Comments Into Budget	7 days	Mon 9/22/25	Tue 9/30/25



Project: Project1
Date: Tue 5/13/25

Task | Summary | Inactive Milestone | Duration-only | Start-only | External Milestone | Manual Progress
Split | Project Summary | Inactive Summary | Manual Summary Rollup | Finish-only | Deadline
Milestone | Inactive Task | Manual Task | Manual Summary | External Tasks | Progress

CLEAR SPAN STRUCTURES

2000 Avenue P, Suite 5, Riviera Beach, FL 33404
P: 561.803.8100 F: 561.803.8119

EXHIBIT A

September 5, 2024

Mr. Juan Ruiz
Parks and Recreation Director
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 333461

RE: RFQ no. 2024R-003 DESIGN- BUILD SERVICES FOR VILLAGE COMMONS PARK IMPROVEMENTS

Dear Mr. Ruiz,

Per your request, below are the categories and corresponding Billing Rates for personnel that potentially could be billed to your projects. Please do not get concerned about the length of the list, because obviously many of the positions may not be needed at all on your projects, however we did want to be thorough and avoid questions later.

Clear Span Structures, LLC (Construction Manager)

Principal	$175 per hour
Project Executive	$150 per hour
Project Manager	$125 per hour
Assistant Project Manager	$110 per hour
Chief Estimator	$125 per hour
Estimator	$110 per hour
Superintendent	$115 per hour
Assistant Superintendent	$ 95 per hour
Project Engineer	$ 95 per hour
Project Administrator/Clerical	$ 80 per hour

WJ Boruff Studios (Architect and MEP Engineers)

Director, Engineering	$210 per hour
Principal (Stephen Boruff, AIA)	$200 per hour
Architect	$185 per hour
Senior Engineer, Manager	$175 per hour
Senior Project Manager	$160 per hour
Project Engineer, Manager	$150 per hour
Project Manager	$130 per hour
Engineer, Specialist	$120 per hour
Drafting Technician/Support Staff	$110 per hour
Senior Designer (Engineer)	$105 per hour
Clerical	$ 90 per hour

Simmons and White (Civil Engineers)

Principal	$235 per hour
Senior Traffic Engineer	$210 per hour
Senior Engineer	$200 per hour
Engineer	$160 per hour
Senior Technician	$150 per hour
Technician	$130 per hour
Clerical	$ 90 per hour

Costs for other direct or reimbursable expenses will be included in estimates prepared for individual projects and billed upon per agreed contractual terms

We are very honored to have been chosen to work with you and the Village of Palm Springs on these transformational projects. If you have any questions regarding the above, please don't hesitate to contact us.

Regards

Harry R. Darling
Chief Executive Officer

EXHIBIT B

Clear Span Structures (CSS) as the Construction Manager for the redevelopment of the park and newly acquired adjacent land for the Village of Palm Springs (VPS), acknowledge that this project is being funded through the *Florida Communities Trust* (FCT) grant program and is subject to specific requirements outlined in DEP Agreement # F2408 section Seven (Approved Management Plan).

We hereby confirm that our final scope of work will fully comply with the following applicable FCT Special Management Conditions:

1. FCT Signage
    - Coordinate with the Village to install a permanent 3' x 4' FCT recognition sign at the park entrance, visible to the public, including acknowledgments that the project site was purchased with funds from the FCT program and VPS, logos, and acquisition date.
2. Recreational Facilities
    - Construct the following required recreational amenities:
        - Children's playground
        - Outdoor picnic pavilion
        - Splash pad
            - Facility placement will prioritize previously disturbed areas to minimize environmental impact, in accordance with FCT guidance.
3. Trails and trail systems
    - Develop a land-based walking trail within the Project Site, including installation of park benches and at least one water fountain at the trailhead or along the trail.
    - Coordinate the trail layout to ensure connectivity with existing or planned local walking trail systems as directed by VPS.
4. Interpretive Kiosk
    - Construct and install an interpretive kiosk on the site to accommodate educational content regarding the natural environment and local history.
5. Water Quality Facility / Flood Mitigation
    - Implementation of site grading and drainage infrastructure improvements to address existing flooding concerns and enhance surface water quality, with an emphasis on maintaining a natural, park-like setting.
6. Site Coordination
    - Coordination of construction activities and overall site integration with the adjacent Palm Springs Athletic Complex.

WJ Architects

Glen Blount, President
Clear Span Structures, LLC
2000 Avenue P
Suite 5
Riviera Beach, Florida 33404

May 30, 2025

Ref: Preliminary Architectural Design Services Agreement for Phase 1 - Village Commons Park, Village of Palm Springs, Florida

Wannemacher Jensen Architects (Architect) is pleased to submit this proposal to provide professional preliminary architectural design services for Phase 1 of the Village Commons Park located in the Village of Palm Springs, Florida. This proposal is based upon the following assumptions.

Project Description/Information:

Location: Village of Palm Springs, Florida

Project information, Program and Physical Characteristics:

The Design Services for this project consists of two parts. The first part includes Conceptual and Schematic Design for the Overall site as shown in the Master Plan developed by WGI. The Schematic Design will be used for the purposes of developing a feasible strategy for site drainage and water management.

The second part of this project includes further development of the Phase I programmatic area identified as the "Community Gathering Zone." This portion of design services will use the Schematic Design developed in part one. The Design elements in this zone include preservation of the existing banyan tree, a large pavilion, rope sphere, "splash pad" wet play area, seating area with shade pergola, swings under a covered trellis area, and a ninja course.

Civil Engineering is not included in our proposal. It is our understanding that Simmons & White will provide this under a separate contract.

Deliverables:

The deliverables for the first part of this project includes a Conceptual/Schematic Design for the Overall Master Plan.

For the second part of this project, the "Community Gathering Zone," deliverables includes the Schematic Design mentioned above.

Client's Budget for Construction Cost and Delivery Method: Budget to be determined based on Schematic Design documents.

Scope of Architectural Basic Services:

The Basic Services below consist of the usual and customary design services for architectural, mechanical, electrical, plumbing, and structural engineering services. Services not set forth in the Scope of Basic Services are considered Supplemental Services.

Task 1: Concept & Schematic Design

The Architect will prepare Preliminary Design Documents for review and approval for the Overall Master Plan, including the "Community Gathering Zone". The documents will consist of items necessary to convey the nature of the schematic approach, including an architectural site plan, preliminary building footprints, and other drawings as needed by Architect for Village review and feedback.

The Architect will:

1. Coordinate and attend a kick-off meeting to discuss and reach an understanding of the Village's Project Goals and Vision, Functional requirements, space needs and adjacencies, Technical and Operational Needs, Sustainability Goals, Future Expansion or Flexibility needs, and stakeholder input.
2. Review the program and other information provided by the Village, review laws, codes, and regulations applicable to the Project.
3. Evaluate the Village's provided program, schedule, Project site, and other information pertinent to the requirements of the Project.
4. Prepare visioning material board/presentation to convey the materiality and constructability of the Concept Design to include concept floor plans, concept building massing and up to two 3D renderings.
5. Coordinate and attend up to two virtual progress meeting(s).
6. Prepare one (1) Schematic concept consisting of a site plan, and preliminary building masses to develop and coordinate the schematic scope of work.
7. Structural and MEP Engineering Schematic narratives.

Supplemental Services:

Task 2: Preliminary Landscape Architecture & Irrigation Design

The Architect will coordinate the work of the Landscape Architect consultant with the other disciplines involved in the project. The Landscape Architect shall prepare Conceptual Design Plan(s) of the subject property based upon the Owner program, site constraints, cultural conditions and professional design expertise. Said plans shall delineate the existing plant material and the proposed landscape plant massing and trees to convey, in a general manner, the landscape design concept as envisioned by the Landscape Architect and required by code. The Landscape Architect will assist the design team with the conceptual design of the splash pad, selection of site furniture for outdoor seating areas and the design of or selection of Playground equipment.

Task 3: Preliminary Aquatics Design and Engineering

The Architect will coordinate the design and engineering of a new interactive water feature (approximately 1,025 SF splash pad) with the Aquatics Engineer. This will include preliminary technical narratives, aquatic equipment initial specifications, preliminary mechanical engineering to form a basis of design, initial utility loads, and technical room sizing to validate the aquatic mechanical program.

Proposed Fees:

The following is a summary of the total fees for all services listed above.

Task	Basic Services	Total Fee
Task 1	Concept & Schematic Design	$48,500
	Sub-Total	**$48,500**

Task	Supplemental Services	Total Fee
Task 2	Preliminary Landscape Architecture & Irrigation Design	$15,525
Task 3	Preliminary Aquatics Design and Engineering	$19,847
	Sub-Total	**$35,372**
	Estimated Reimbursable Expenses (Allowance)	$2,000
	Total	**$85,872**

The Basic Services fee is based on the complexity of design and the amount of effort required for a Project with a Construction Budget of $3,500,000 or less. If the Client's Construction Budget is increased, the Architect's Basic Services shall be recalculated based on the most recent budget amount. Fees for Basic and Supplemental Services are based on the following breakdown of hours:

Direct Labor Rates Classifications		Principal	Architect	Senior Engineer, Manager	Senior Project Manager	Engineer, Specialist	Drafting Technician/ Support Staff	Clerical	Total Hours	Total Fee
Task	Billing Rates	$200.00	$185.00	$175.00	$160.00	$120.00	$110.00	$90.00		
1	Schematic Design	7	26	0	61	0	287	11	392	$48,500
2	Landscape Arch	0	0	82	0	8	0	3	93	$15,525
3	Splash Pad Design	0	0	104	0	10	0	4	118	$19,847
Totals		**7**	**26**	**186**	**61**	**18**	**287**	**19**	**603**	**$83,872**

Reimbursable Expenses

Reimbursable expenses are in addition to compensation for Basic and Supplemental, and Additional Services and include expenses incurred by the design team directly related to the Project. Compensation for reimbursable expenses shall be the cost of expenses incurred plus 10%. Reimbursable expenses include but are not limited to:

1. Printing and Plotting costs incurred by the A/E Design Team for review, team distribution, and Pricing exercises.
2. Courier, Express Mail and Delivery.
3. Presentation materials
4. Other similar Project-related expenditures

The Following Services Are Not Included Within This Fee:

- Design Development, Construction Documents, Bidding/Permitting Assistance, & Construction Administration
- Application fees and fees paid to secure approval from authorities with jurisdiction over the Project
- Feasibility Studies/ Analysis
- Early Release Packages
- Civil Engineering
- Measured Drawings of Existing Facilities
- Existing Facilities Analysis
- Asbestos Consultation/Surveys
- Environmental Assessments
- Historic Preservation
- Grant Assistance or Applications
- Public Meetings or Presentations
- Existing Site Utility Infrastructure Improvements by Simmons & White
- Site Lighting Design
- Specialty Design/Consultants: Cost/Scheduling; Electronic/Audio Visual; Elevator; Food Service; Hazardous Material; Hospital/Laboratory; Indoor Air Quality; Quality Control; Theater/Acoustical; Security
- Life Cycle Cost and/or Energy (FLEET) Analysis
- LEED or similar Green Design, Consultation, or Certification
- Solar/Photovoltaic Design or Consultation
- Graphic and Signage Design
- Cost Estimates
- Value Analysis or Value Engineering
- Documents Prepared for: Alternate Bids Requested by Client, Change Orders, Multiple Construction Contracts, Record Documents/As-Builts
- Prolonged Construction Contract Administration Services
- Construction Phasing or Multiple Bid Submissions
- Threshold Inspections
- Project Representation During Construction Beyond periodic inspection
- Additional Construction Contract Administration Services for Multiple Contracts
- Building Commissioning and Training Services
- Post Occupancy Inspections/ Evaluations
- Renderings/Models/Videos
- Changes to Scope, Size or Complexity
- Revisions to Previously Approved Documents
- Client requested insurance in excess of that normally carried by the Architect or Architect's Consultants

Thanks for the opportunity to propose services for your project. Your signature below will indicate your approval of the Scope of Services, Proposed Fees, and General Stipulations. Please sign, date, and return one copy of this Agreement.

Wannemacher Jensen Architects, LLC



Jason Jensen, AIA, LEED AP, Principal

Approved (Client):

_____

Signature Date

_____

Printed Name

This Agreement is entered into as of the date signed above by Client.

General Stipulations:

Additional Services Compensation

Additional Services may be provided after execution of this Agreement without invalidating this Agreement. Additional work outside of the scope stated herein will be billed at hourly rates below or negotiated as a lump sum at the time of the request.

1. If the construction budget or size of the project provided in the Project Description/Information is increased, then an additional A/E fee shall be applied for the increased budget amount.
2. Meetings or Site Visits exceeding the limits identified in the Scope of Work.

Hourly Rate Schedule

Principal	$200.00
Director, Engineering	$210.00
Architect	$185.00
Senior Engineer, Manager	$175.00
Senior Project Manager	$160.00
Project Engineer, Manager	$150.00
Project Manager	$130.00
Engineer, Specialist	$120.00
Drafting Technician/Support Staff	$110.00
Senior Designer (Engineer)	$105.00
Clerical	$ 90.00

SIMMONS & WHITE
CIVIL & TRAFFIC ENGINEERING

January 21, 2025
Revised 03/28/2025

Clear Span Structures, LLC
2000 Avenue P, Suite 5
Riviera Beach, Florida 33404

Attention: Mr. Glen Blount

Reference: Village Commons Park
Village of Palm Springs

Dear Mr. Blount:

We are pleased to submit the following proposal for professional services in connection with a proposed redevelopment of the existing ±22.3-acre Village Park located on the south side of Alameda Drive east of Davis Road in the Village of Palm Springs, Florida. Simmons & White, Inc., hereinafter referred to as the Consultant, proposes to furnish professional services for Clear Span Structures, LLC, hereinafter referred to as the Client of the scope outlined below for the fees stipulated herein.

Scope of Services

The Consultant will perform the following:

I. MASTER PLAN (ENTIRE PARK)

1. Attend team meetings and conference calls as requested during the Site Plan development process. Review Preliminary Site Plan with regard to Civil Engineering aspects including drainage, water, and wastewater aspects of the site. Provide engineering assistance as requested during the development of the Site Plan. If requested, attend meetings with project team and the Village of Palm Springs.

   NOTE: This Item assumes that the Consultant may be asked to attend periodic coordination calls and/or meetings. The estimated budget for this Item does not account for weekly/ongoing calls and meetings which may affect the cost of this Item and the budget to be exceeded.

_____ Int.

Scope of Services (Continued)

2. Coordinate with Owner's representatives to obtain current site plans/land use data for the proposed expansions. Prepare Conceptual Engineering Plan and Stormwater Management Calculations for the Master Park Plan. Research existing permits and record drawings to obtain information required to complete the initial Conceptual Engineering design. The Stormwater Management Calculations will be completed by taking into account the most recent South Florida Water Management District C-51 Basin and Nutrient Loading Criteria. Coordinate with the Owner's representatives regarding findings.

II. CONSTRUCTION DOCUMENTS/PERMITTING (COMMUNITY GATHERING ZONE ONLY)

3. Based on the final approved Site Plan, prepare On-Site Paving, Grading and Drainage Plans and Stormwater Pollution Prevention Basemap for the Community Gathering Zone including two (2) driveway connections to Alameda Drive.

4. Prepare permit application packages and submit to the following agencies:

- Lake Worth Drainage District - Drainage Permit
- South Florida Water Management District - Environmental Resource Permit Modification
- Village of Palm Springs Engineering Department - Plan Approval

NOTE: Items 3 and 4 assume that the governing agencies will accept a pre vs. post development discharge analysis with provisions only for water quality. If the governing agencies require the site to be improved to current standards with regard to drainage, dedicated water management areas may be required thereby affecting the proposed Site Plan. Items 3 and 4 assume that required storm water retention can be obtained in underground exfiltration trench and/or storage chambers, that the project will qualify for a South Florida Water Management District No-Notice Dewatering Permit and that an existing water source will be utilized for irrigation (no proposed wells). If exfiltration trench is not acceptable due to soil conditions or governing agency requirements, the Client acknowledges the possibility that the Site Plan may have to be revised to provide open retention areas. Items 3 and 4 assume that no turn lanes or other paving and drainage related off-site improvements will be required.

Scope of Services (Continued)

NOTE (Cont.): Client or Contractor shall be responsible for all NPDES activities including preparation and maintenance of final NPDES Stormwater Pollution Prevention Plan, filing of required documents (i.e., NOI, NOT and Inspection Reports, etc.) and maintenance of site pollution prevention measures. This project is located within the South Florida Water Management District C-51 Drainage Basin. The existing topography and the results of the preliminary Water Management Calculations in this Item may affect the Site Plan and the need for additional water management areas. This proposal assumes that existing water and sewer services will be utilized to serve the proposed facility (water and wastewater design and permitting are excluded).

NOTE: Items 3 and 4 do not include the preparation of separate Specification Documents. The specifications necessary to construct the project will be included in or referenced by the Construction Plans. This proposal excludes any water and wastewater design or permitting.

III. SERVICES DURING CONSTRUCTION/ADDITIONAL SERVICES

5. Provide services during construction as required to certify the completed project to the governing agencies, in general accordance with Attachment "A".

   NOTE: This Item includes only the Scope outlined in Attachment "A". Additional meetings, failed inspections, requests for additional services, etc., are not included and may cause the provided budget to be exceeded.

6. Revisions to the above based on Site Plan changes or items beyond the control of the Consultant.

7. Additional services requested by the Client and agreed to by the Consultant such as but not limited to preparation of Preliminary Cost Estimates and coordination of dry utility service planning at relocations (FP&L, data, etc.).

Items to be Furnished by the Client at No Expense to the Consultant

Assist the Consultant by placing at his disposal all available pertinent information relative to the project.

Furnish at no cost to the Consultant:

1. All permit application and governmental fees and any required bonds/surety.

2. Accurate Site Plan in .dwg format.

3. Complete Conditions of Approval imposed during the planning and zoning process.

4. Soil borings and analysis.

5. Construction testing.

6. Traffic counts, if required.

7. All surveying requirements including, but not limited to, property, boundary (tied to State Plane Coordinates), easement, right of way, topographic, permanent reference monuments, permanent control points, utility surveys, property descriptions and construction staking, As-built surveys of constructed improvements, and existing utility locations on and adjacent to the property including but not limited to FP&L, AT&T, Cable T.V. & Gas. It is highly recommended that the Client's Surveyor contact "No Cuts" prior to performing survey so that all existing franchise utilities can be shown on the survey to avoid field conflicts during construction.

8. Proposed utility routes for FP&L, telephone, Cable T.V., gas, irrigation, lighting, etc. may be required for the proposed development. This coordination effort is assumed to be provided by the Client or their representatives. Consultant will provide coordination as requested or required to insure there are no conflicts with the proposed site infrastructure (paving, drainage, water and wastewater) on an hourly basis. The proposed utility routes need to be provided as soon as possible to allow Consultant to coordinate the infrastructure design.

9. Pool deck grading and drainage plans, designed by a Florida Licensed Pool Professional.

Items to be Furnished by the Client
at No Expense to the Consultant (Continued)

10. All existing and required easements for proposed (and existing if no easements exist) infrastructure (drainage, water, sewer as applicable) will be provided by the Client's Surveyor.

11. All environmental/wetlands/wildlife related engineering reports and support and/or remediation.

12. Cost estimates for the proposed infrastructure to be provided by Client's Contractor and provided to Consultant as soon as available.

13. "Soft dig" report showing horizontal and vertical location of existing utilities determined to be potential conflict with proposed improvements where no reliable record data is available. It is recommended that the Client contract this work after the Conceptual Engineering Plan phase (or after receipt of preliminary agency comments) so that proposed utility and drainage connection locations are better established. The Client's Surveyor shall plot this information on the design survey and provide to Consultant in .dwg format.

14. Specific architectural details such as entry feature paver surface details and specifications, landscape berms, handicap entrances and access points, or other items to be shown on the engineering plans for informational purposes.

15. Complete landscape, berming and irrigation plans, showing landscape and berming details.

16. Details regarding required conduit locations for irrigation and utilities, etc. (if any).

17. All tenant specific requirements shall be supplied to Consultant by Client or Client's representatives prior to preparation of the plans by Consultant. Any specific requirements supplied after plan completion (permit submittals) will be incorporated into the site development plans on an hourly basis (under a separately negotiated work authorization).

18. Certified reports from contractor and/or special inspector for any proprietary stormwater products (i.e. RTanks, Storm Chambers, vaults, etc.).

Items to be Furnished by the Client
at No Expense to the Consultant (Continued)

In addition to the above, other special data, all of which the Consultant will rely upon in performing services.

It is agreed and understood that the accuracy and veracity of said information and data may be relied upon by the Engineer without independent verification of the same.

Time of Performance

The Scope of Services will be completed within a time frame to be mutually agreed upon except for delays beyond the control of the Consultant.

Fees to be Paid

The Consultant shall be paid the following lump sum fees and hourly fee estimates for the Items in the Scope of Services:

I.	**MASTER PLAN (ENTIRE PARK)**		
	Item 1 – Site Plan Assistance/Meetings	**=**	**$ 10,000.00 (hourly budget)**
	Item 2 – Conceptual Engineering Plan & Preliminary Stormwater Calcs.	**=**	**$25,000.00**
II.	**CONSTRUCTION DOCUMENTS/PERMITTING (COMMUNITY GATHERING ZONE ONLY)**		
	Items 3 & 4 – Paving & Drainage Plans	**=**	**$22,500.00**
III.	**SERVICES DURING CONSTRUCTION/ADDITIONAL SERVICES**		
	Item 5 – Services During Construction	**=**	**$15,000.00 (hourly budget)**

For Items 1, 5, 6 and 7, the Consultant shall be paid an hourly rate of $235 for Principal, $350 for Expert Testimony, $210 for Senior Traffic Engineer, $200 for Senior Engineer, $160 for Engineer, $150 for Senior Technician, $130 for Technician, $60 for Engineer Intern and $90 for Clerical. In addition to the fees above, the Consultant shall be reimbursed for direct expenses including, but not limited to, automobile travel at IRS mileage rate, printing, postage, courier (flat fee of $25.00 for distances less than 100 miles) and reproduction.

Fees to be Paid (Continued)

We estimate the cost of Item 1 to be $10,000.00 and Item 5 to be $15,000.00. It should be emphasized that these estimates are for budget purposes only and should not be considered guaranteed amounts. The above fees are subject to increase one year from the date of this proposal.

_____ Int.

ATTACHMENT "A"

DESCRIPTION OF SERVICES DURING CONSTRUCTION

1. Review shop drawings.

2. Coordinate, prepare and submit pre-construction meeting submittals to applicable governing agencies and attend pre-construction meeting.

3. Observe storm sewer construction, including tie-ins to existing facilities.

4. Observe on-site road/parking lot subgrade construction.

5. Observe on-site road/parking lot base construction.

6. Observe on-site sidewalk/curbing/handicap construction.

7. Conduct pre-agency final observation and develop punchlist based on agency requirements.

   NOTE: The development of a pre-agency final punchlist is intended to address any known deficiencies prior to agency final but cannot be relied upon as a "complete" list.

8. Conduct semi-final and final inspection with Village of Palm Springs.

9. Provide additional construction observation: Consultant will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents. Consultant will not be required to make exhaustive or continuous on-site inspections to check the quality of the work. Consultant's efforts will be directed toward providing for Client a greater degree of confidence that the completed work will conform to the Contract Documents. On the basis of such visits and on-site observations as an experienced and qualified design professional, Consultant will keep Client informed of the progress of the work and will endeavor to guard Client against defects and deficiencies in the work. The furnishing of construction observation services does not guarantee the work of the Contractor, nor assume liability on the part of the Contractor for job safety. Consultant will have authority to disapprove or reject work which is defective.

10. Project Certifications: Upon the Contractor's completion of the required site improvements, Client's registered land surveyor will prepare record drawings. Upon approval of the construction, Engineer will review and submit record drawings together with letters of certification to the applicable governing agencies.

11. Review job progress with Client.

12. Review Construction Pay Estimates.

13. Respond to RFI's submitted by Contractor.

    NOTE: The budget provided assumes that the contractor may have a reasonable number of questions that need to be addressed through an RFI process. If the contractor utilizes project management software (e.g. Procore) that results in excessive project documentation requirements by the Consultant, the budget may be exceeded.

14. At the Client's request, investigate matters which may arise during construction and provide recommendations, observations and other services as required. Additional construction related services that the Consultant is requested to perform that are outside of the scope of work outlined in this attachment may exceed the estimated hourly budget amount provided. Consultant assumes that Client's request to perform work outside of the scope outlined in this attachment authorizes Consultant to perform the requested task(s) and Client shall provide due compensation in accordance with the terms of this contract, should the requested services exceed the estimated hourly budget provided.

Village Commons Park

VILLAGE OF PALM SPRINGS, FLORIDA

Prepared By: GFB
Date: 03/28/2025

COST BREAKDOWN BY TASK

ITEM	DESCRIPTION	QUANTITY	UNIT COST	TOTAL

1. Attend team meetings and conference calls as requested during the Site Plan development process. Review Preliminary Site Plan with regard to Civil Engineering aspects including drainage, water, and wastewater aspects of the site. Provide engineering assistance as requested during the development of the Site Plan. If requested, attend meetings with project team and the Village of Palm Springs.

PRINCIPAL	8	$ 235.00	$ 1,880.00
SENIOR TRAFFIC ENGINEER	5	$ 210.00	$ 1,050.00
SENIOR ENGINEER	20	$ 200.00	$ 4,000.00
ENGINEER	10	$ 160.00	$ 1,600.00
SENIOR TECHNICIAN	8	$ 150.00	$ 1,200.00
CLERICAL	3	$ 90.00	$ 270.00
		TOTAL ITEM 1	$ 10,000.00

2. Coordinate with Owner's representatives to obtain current site plans/land use data for the proposed expansions. Prepare Conceptual Engineering Plan and Stormwater Management Calculations for the Master Park Plan. Research existing permits and record drawings to obtain information required to complete the initial Conceptual Engineering design. The Stormwater Management Calculations will be completed by taking into account the most recent South Florida Water Management District C-51 Basin and Nutrient Loading Criteria. Coordinate with the Owner's representatives regarding findings.

PRINCIPAL	20	$ 235.00	$ 4,700.00
SENIOR ENGINEER	35	$ 200.00	$ 7,000.00
ENGINEER	40	$ 160.00	$ 6,400.00
SENIOR TECHNICIAN	43	$ 150.00	$ 6,450.00
CLERICAL	5	$ 90.00	$ 450.00
		TOTAL ITEM 2	$ 25,000.00

ITEM	DESCRIPTION	QUANTITY	UNIT COST	TOTAL

3. & 4. Based on the final approved Site Plan, prepare On-Site Paving, Grading and Drainage Plans and Stormwater Pollution Prevention Basemap for the Community Gathering Zone including two (2) driveway connections to Alameda Drive.

Prepare permit application packages and submit to the following agencies:

-Lake Worth Drainage District - Drainage Permit
-South Florida Water Management District - Environmental Resource Permit Modification

PRINCIPAL	21	$	235.00	$	4,935.00
SENIOR ENGINEER	25	$	200.00	$	5,000.00
ENGINEER	40.5	$	160.00	$	6,480.00
SENIOR TECHNICIAN	35.5	$	150.00	$	5,325.00
CLERICAL	9	$	90.00	$	765.00
		TOTAL ITEMS 3 & 4		$	22,505.00

5. Provide services during construction as required to certify the completed project to the governing agencies, in general accordance with Attachment "A".

PRINCIPAL	10	$	235.00	$	2,350.00
SENIOR ENGINEER	15	$	200.00	$	3,000.00
ENGINEER	15	$	160.00	$	2,400.00
SENIOR TECHNICIAN	45	$	150.00	$	6,750.00
CLERICAL	6	$	90.00	$	495.00
		TOTAL ITEM 5		$	14,995.00

TOTAL ITEMS 1-5	$	72,500.00

EXHIBIT "A"

TASK ORDER No. 381
WORK AUTHORIZATION #2_____

CONTINUING PROFESSIONAL SERVICES
(DESIGN BUILD Services)

THIS WORK AUTHORIZATION FOR CONTINUING PROFESSIONAL SERVICES ("Work Authorization") is made on the day of_____, between the **Village of Palm Springs**, a Florida municipal corporation ("VILLAGE") and **Clearspan Structures, LLC.**, a **Contractor** authorized to do business in the State of Florida ("CONTRACTOR").

1.0 Project Description:

The VILLAGE desires the CONTRACTOR to provide those services as identified herein for the Project. The Project is described in the CONTRACTOR's Proposal, dated **May 12, 2025** and services are generally described as: **Preliminary Design of the overall Master Site and Engineering Plans** (the "Project").

2.0 Scope

Under this Task Order, the CONTRACTOR will provide the VILLAGE with **Preliminary Master Site Plan and Master Engineering Services** for the Project as specified in the **CONTRACTOR's proposal attached hereto and incorporated herein as Exhibit "1".**

3.0 Schedule

The services to be provided under this Task Order shall be completed within **120** calendar days from the VILLAGE's approval of this Task Order or the issuance of a Notice to Proceed.

4.0 Compensation

This Task Order is issued for a lump sum, not to exceed amount of **Two Hundred Five Thousand Nine Hundred Eighty-Five Dollars ($205,985.00)**. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

5.0 Project Manager

The Project Manager for the CONTRACTOR is Seth Ford, phone (561-803-8100 ; email: sford@cssbuilds.com ; and, the Project Manager for the VILLAGE is Juan Ruiz, phone: 561-584-8200 ; email: jcruiz@vpsfl.org .

6.0 Progress Meetings

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

7.0 Authorization

This Task Order is issued pursuant to the Continuing Professional Services Agreement (**Design-Build** Services) based on RFQ#24-**2024R-003** between the VILLAGE and the CONTRACTOR, dated **November 14, 2024** ("Agreement" hereafter). If there are any conflicts between the terms and conditions of this Task Order and the Agreement, the terms and conditions of the Agreement shall prevail; however, the specific scope of services herein shall prevail over any general scope of services.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order No. **381** as of the day and year set forth above.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____

_____

ATTEST:

_____
Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

_____
Christy Goddeau, Village Attorney

CONTRACTOR:

By: _____

Print Name: HARRY R. DARLING

Title: CEO

[Corporate Seal]

Activity Zones

The conceptual plan for Village Park is broken up into six activity zones. These zones are created based on their geographic location within the park as well as the functions and amenities they provide. These zones include the following.

1. Event Zone
2. Community Gathering Zone
3. Sport Fields
4. Gymnasium Zone
5. South End
6. Areca Palm Park



EXHIBIT "A"

TASK ORDER No. 381

CONTINUING PROFESSIONAL SERVICES
(DESGIN BUILD Services)

THIS TASK ORDER FOR CONTINUING PROFESSIONAL SERVICES ("Task Order") is made on the day of April 10, 2025, between the **Village of Palm Springs**, a Florida municipal corporation ("VILLAGE") and **Clearspan Structures, LLC.**, a **Contractor** authorized to do business in the State of Florida ("CONTRACTOR").

1.0 Project Description:

The VILLAGE desires the CONTRACTOR to provide those services as identified herein for the Project. The Project is described in the CONTRACTOR's Proposal, dated **March 4, 2025** and services are generally described as: **Due Diligence Survey** (the "Project").

2.0 Scope

Under this Task Order, the CONTRACTOR will provide the VILLAGE with **Due Diligence Survey** Services for the Project as specified in the **CONTRACTOR's proposal attached hereto and incorporated herein as Exhibit "1"**.

3.0 Schedule

The services to be provided under this Task Order shall be completed within **120** calendar days from the VILLAGE's approval of this Task Order or the issuance of a Notice to Proceed.

4.0 Compensation

This Task Order is issued for a lump sum, not to exceed amount of **$45,174**. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

5.0 Project Manager

The Project Manager for the CONTRACTOR is Seth Ford, phone (561-803-8100 ; email: sford@cssbuilds.com ; and, the Project Manager for the

VILLAGE is Juan Ruiz, phone: 561-584-8200 ; email: jcruiz@vpsfl.org .

6.0 Progress Meetings

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

7.0 Authorization

This Task Order is issued pursuant to the Continuing Professional Services Agreement (**Design-Build** Services) based on RFQ#24-**2024R-003** between the VILLAGE and the CONTRACTOR, dated **November 14, 2024** ("Agreement" hereafter). If there are any conflicts between the terms and conditions of this Task Order and the Agreement, the terms and conditions of the Agreement shall prevail; however, the specific scope of services herein shall prevail over any general scope of services.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order No. **381** as of the day and year set forth above.

VILLAGE OF PALM SPRINGS, FLORIDA

By: BEVERLY SMITH (Apr 14, 2025 17:04 EDT)
Bev Smith, Mayor

ATTEST:

Kimberly Wynn
Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

Christy Goddeau
Christy Goddeau (Apr 23, 2025 14:37 EDT)
Christy Goddeau, Village Attorney

CONTRACTOR:

By: CEO

Print Name: HARRY R DARLING

Title: CEO

[Corporate Seal]

Village of Palm Springs

Executive Brief

AGENDA DATE: April 10, 2025

DEPARTMENT: Parks & Recreation

ITEM #8: Approve Task Order No. 381 with Clearspan Structures, LLC.

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, and 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.

ATTACHMENTS:
1. Task Order No. 381 Design Build Services Agreement
2. Village Commons Survey Proposal 250304
3. Design Build Contract with Clear Span - Signed

CLEAR SPAN STRUCTURES

2000 Avenue P, Suite 5, Riviera Beach, FL 33404
P: 561.803.8100 F: 561.803.8119

4 March 2025

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

Attn: Mr. Juan Ruiz

Re: Village Commons Park Improvements

Dear Mr. Ruiz,

Clear Span Structures, LLC is pleased to provide you with a proposal for the above-referenced project. This project will consist of the survey work as discussed during our last meeting on-site on 28 January 2025, and as further described in the clarifications.

Total: $ 45,174
Forty-Five Thousand One Hundred Seventy-Four Dollars

Clarifications:

- Our proposal is based on the following:
  - **Site Work**
    - Providing surveying services as required to provide a current survey depicting the existing topography, improvements and known utilities based on available information.
    - Providing private locates for onsite utilities within the proposed work area.
    - Providing a title search of the affected parcels to determine any recorded easements.
    - Providing management and coordination of these services.

On behalf of **Clear Span Structures, LLC**, I would like to express our sincere appreciation for presenting us with the opportunity to become a part of your project. If you have any questions or require further information, please do not hesitate to call.

Sincerely,

Seth Ford

Vice President

TO_No_381-Clearspan_Structures_041025_1_1

Final Audit Report 2025-04-23

Created:	2025-04-14
By:	Kimberly Wynn (kwynn@vpsfl.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIEdV9Ol6msTM54a3y9vGFkt4k3XjBINW

"TO_No_381-Clearspan_Structures_041025_1_1" History

Document created by Kimberly Wynn (kwynn@vpsfl.org)
2025-04-14 - 6:13:18 PM GMT- IP address: 151.132.2.218

Document emailed to bsmith@vpsboards.com for signature
2025-04-14 - 6:14:02 PM GMT

Document emailed to christy@torcivialaw.com for signature
2025-04-14 - 6:14:02 PM GMT

Email viewed by bsmith@vpsboards.com
2025-04-14 - 9:04:14 PM GMT- IP address: 73.139.159.45

Signer bsmith@vpsboards.com entered name at signing as BEVERLY SMITH
2025-04-14 - 9:04:48 PM GMT- IP address: 73.139.159.45

Document e-signed by BEVERLY SMITH (bsmith@vpsboards.com)
Signature Date: 2025-04-14 - 9:04:50 PM GMT - Time Source: server- IP address: 73.139.159.45

Email viewed by christy@torcivialaw.com
2025-04-23 - 6:37:37 PM GMT- IP address: 173.162.99.81

Signer christy@torcivialaw.com entered name at signing as Christy Goddeau
2025-04-23 - 6:37:56 PM GMT- IP address: 173.162.99.81

Document e-signed by Christy Goddeau (christy@torcivialaw.com)
Signature Date: 2025-04-23 - 6:37:58 PM GMT - Time Source: server- IP address: 173.162.99.81

Agreement completed.
2025-04-23 - 6:37:58 PM GMT

Village of Palm Springs

Executive Brief

AGENDA DATE: July 10, 2025

DEPARTMENT: Parks & Recreation

ITEM #5: Approve Third Amendment with Shellard Lighting Designs, LLC. - Holiday Lighting and Decorations- Parks and Recreation Department.

SUMMARY: The Village Council is asked to approve a third amendment for Holiday Season Tree Lighting and Decorations to Shellard Lighting, LLC. This amendment will cover the installation of the Village's Holiday Tree with full decorations and lighting for two years.

A Request for Proposal (RFP #2024R-005) was issued for the provision of tree lighting and decorative services for the Holiday season throughout several village locations. The Village received five responses to the RFP. The evaluation committee, after reviewing all proposals based on price, experience, and service offerings, has selected Shellard Lighting as the preferred vendor.

There are two remaining years of the original three (3) years.

FISCAL IMPACT:
Funding to support this purchase is available within the FY 2025 Budget - General Fund (Parks and Recreation). The year one (2025) lump sum cost is $13,675.00 and (2026) lump sum cost is $13,675.00.

ATTACHMENTS:
1. Third Addendum to Shellard Lighting Holiday Tree
2. Holiday Tree Proposal
3. Master Agreement

THIRD ADDENDUM TO AGREEMENT FOR HOLIDAY TREE LIGHTING AND DECORATIONS

THIS THIRD ADDENDUM ("THIRD Addendum") is made as of the _____ day of _____, 2025, by and between the **Village of Palm Springs**, a Florida municipal corporation ("Village") and **Shellard Lighting Designs**, **LLC**, a limited liability company authorized to do business in the State of Florida ("Contractor").

WHEREAS, the Village and Contractor entered the Agreement for Holiday Tree Lighting and Decorations on September 26, 2024, pursuant to the terms of the **Request for Proposals #2024R-005 ("RFP"); and**

WHEREAS, the Village desires to add to the Agreement an additional Holiday Tree with lights and decorations to be installed at the Village's City Hall Complex ("Additional Services"); and

WHEREAS, the Contractor has provided the Village with a proposal for the Additional Services; and

WHEREAS, the Village and Contractor desire to enter this THIRD Addendum for the Additional Scope to be added to the Agreement and for other purposes; and,

WHEREAS, the Village finds the execution of this THIRD Addendum serves a valid public purpose.

NOW THEREFORE, in consideration of the mutual promises contained in this THIRD Addendum and contained within the Agreement and THIRD Addendum, the sufficiency of which is acknowledged by both parties, the Village and Contractor agree as follows:

SECTION 1 – RECITALS AND ANTI-HUMAN TRAFFICKING

1.1 The foregoing recitals are incorporated into this THIRD Addendum as true and correct statements and made apart hereof.

1.2 By signing this THIRD Addendum as set forth below, Contractor's authorized representative attests that Contractor does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

SECTION 2 – AMENDMENT FOR ADDITIONAL SERVICES

2.1 As set forth in the Contractor's proposal attached hereto as **Exhibit "A"** and incorporated herein, the Contractor shall provide the Additional Services described therein. For said Additional Services, the Village shall pay the Contractor the total amount set forth in Exhibit "A". No additional amounts shall be paid by the Village for the Additional Services unless the Agreement is duly amended by the parties.

SECTION 3 – ENTIRE AGREEMENT AND COUNTERPARTS

3.1 Entire Agreement. The parties agree that the Agreement, the THIRD Addendum, and this THIRD Addendum set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this THIRD Addendum may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

3.2 This THIRD Addendum may be executed in counterparts, each of which shall be an original, but all of each shall constitute one and the same document. The parties agree to accept the execution and delivery of this THIRD Addendum by electronic means (e.g., email, fax, etc.) and shall treat the same as an original.

IN WITNESS WHEREOF, the parties hereto have caused this THIRD Addendum to the Agreement for Holiday Tree Lighting and Decorations to be executed as of the day and year set forth above.

ATTEST: **VILLAGE OF PALM SPRINGS**

By:_____ By:_____
Kimberly Wynn, Village Clerk Michael Bornstein, Village Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Christy Goddeau, Village Attorney

CONTRACTOR: Shellard Lighting Designs, LLC

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 Shellard Lighting Designs, LLC, a 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 above 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 Shellard Lighting Designs, LLC, to the same.

EXHIBIT "A"

Contractor's Proposal for Additional Services



REQUEST FOR PROPOSAL:

The Village of Palm Springs

Area A: 30ft Christmas Tree



1. Install a 30-foot Christmas tree at a location specified by The Village. The tree will be 26 feet high with a 4-foot 3D starburst topper. The tree will be lit with warm white bulbs. The ornaments will range in size from 6” up to 12”. The ornaments will be red, green, and gold. They have will have various finishes to them – shiny, glitter, and matte. If there are any other colors The Village would like added to the tree, we will certainly add those in.

    - 1 30-foot Christmas tree

2025 and 2026 COST: $13,675.00

RESOLUTION 2024-45

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVING A CONTRACT AGREEMENT WITH SHELLARD LIGHTING DESIGNS, LLC – HOLIDAY TREE LIGHTING AND DECORATIONS – FOR TREE LIGHTING AND DECORATIVE SERVICES FOR THE HOLIDAY SEASON THROUGHOUT SEVERAL VILLAGE LOCATIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village issued the Request for Proposals for Holiday Tree Lighting and Decorations (RFP 2024R-005) ("RFP") to provide decorative services during the holiday season for multiple locations throughout the Village; and

WHEREAS, the Village advertised the RFP in the Lake Worth Herald on June 20, 2024; and

WHEREAS, the Village's Selection Committee received five (5) responses to the RFP and met on September 9, 2024, to discuss each rank of each firm; and

WHEREAS, the Selection Committee consisted of representatives from Parks and Recreation, Public Works, and the Library Service from firms; and

WHEREAS, Village staff recommended Shellard Lighting Designs, LLC based on their qualifications, experience and expertise, location and delivery approach, availability fees, and references.

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 as true and correct findings of the Village Council.

Section 2: The Village Council approves entering a three-year contract agreement with an option to renew for two (2) additional years attached as Exhibit "A" with Shellard Lighting Design, LLC.

Section 3: The annual fee for the first year will not exceed $33,000; Year two (2) and three (3), the vendor has proposed a 12% decrease in pricing. If the Village renews for two additional one-year terms, Shellard Lighting Design, LLC has proposed a 15% reduction in cost.

Section 4: This resolution shall become effective immediately upon its passage and adoption.

Council Member BRINKMAN offered the foregoing Resolution. Council Member SCHMITZ seconded the motion, and upon being put to the vote, the vote was as follows:

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

The Mayor thereupon declared this Resolution duly passed and adopted this 26th day of September 2024.

VILLAGE OF PALM SPRINGS, FLORIDA BY:

BY: BEV SMITH (Oct 15, 2024 14:13 EDT)

BEV SMITH, MAYOR

ATTEST:

BY: Kimberly Wynn

KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY BY:

BY: Christy Goddeau
Christy Goddeau (Oct 15, 2024 13:51 EDT)

CHRISTY GODDEAU, VILLAGE ATTORNEY

AGREEMENT FOR GOODS AND SERVICES
(Holiday Tree Lighting and Decorations)

THIS AGREEMENT FOR GOODS AND SERVICES ("Agreement") is made on SEPTEMBER 26, 2024, between the **Village of Palm Springs, Florida**, a municipal corporation ("VILLAGE"), and **Shellard Lighting,** a **Limited Liability Corporation** authorized to do business in the State of Florida ("CONTRACTOR").

RECITALS

WHEREAS, the VILLAGE is a municipal corporation organized and existing pursuant to the Constitution of the State of Florida and the Village of Palm Springs Charter; and

WHEREAS, the VILLAGE issued Request for Proposals #2024R-005 for holiday tree lighting and decorations ("RFP"); and

WHEREAS, CONTRACTOR submitted a proposal in response to the RFP and the VILLAGE desires to accept the CONTRACTOR's proposal (with the CONTRACTOR's proposed fee attached hereto as **Exhibit "A"**) for CONTRACTOR to render the goods and services to the VILLAGE as provided herein; and

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

WHEREAS, the VILLAGE finds awarding the RFP to the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the VILLAGE hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. TERM

1.1 The term of this Agreement shall be for three (3) years, with the option to renew for two (2) additional one (1) year renewal periods upon the mutual agreement of both parties and dependent on the annual appropriation of funds by the VILLAGE's Village Council. The renewal terms may be approved by the VILLAGE Manager. Notwithstanding the foregoing, this Agreement may be earlier terminated as set forth in this Agreement.

2. SCOPE OF WORK

2.1 The scope of work includes the installation and management of decorative holiday lighting on trees and holiday decorations at various locations throughout the Village of Palm Spring, Florida, as more specifically set forth in the RFP, which is incorporated herein by reference. The CONTRACTOR's provisions of all necessary goods and services under the scope of work shall commence upon the issuance of a Purchase Order by the VILLAGE.

2.2 The CONTRACTOR represents to the VILLAGE that the scope of work provided under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR's trade in general and that the materials shall conform to the highest standards and in accordance with this Agreement.

2.3 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

2.4 The scope of work shall be completed in accordance with the terms and conditions set forth in this Agreement and the RFP.

3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS

3.1 The CONTRACTOR is and shall be, in the performance of the scope of work under this Agreement, an independent contractor, and not an employee, agent, or servant of the VILLAGE. All persons engaged in any of the scope of work performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the scope of work.

3.2 To the extent reasonably necessary to enable the CONTRACTOR to perform the scope of work hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

4. GOODS AND SERVICES

4.1 The CONTRACTOR shall provide all goods, materials, and services as more specifically set forth in the scope of work and RFP.

5. CONTRACTOR'S FEE

5.1 For goods and services to be rendered under this Agreement's scope of work, the CONTRACTOR shall be entitled to fees as set forth in **Exhibit "A".**

5.2 Should the VILLAGE require additional materials or services, not included in this Agreement's scope of work, fees and payment for such work will be set forth in a separate amendment, as authorized in accordance with the VILLAGE's procurement code prior to any such additional materials or services being provided by the CONTRACTOR.

5.3 The VILLAGE's ordering mechanism for the Scope of Work performed under this Agreement may be a VILLAGE Purchase Order; however, the terms and conditions stated in a VILLAGE Purchase Order shall not apply. CONTRACTOR shall not exceed amounts expressed on any Purchase Order. Note that the VILLAGE's Fiscal Year ends on September 30th of each calendar year. The VILLAGE cannot authorize the purchase of goods or services beyond September 30th of each calendar year, prior to the annual budget being approved by the VILLAGE's Village Council. Additionally, the VILLAGE must have budgeted appropriate funds for the goods and services in any subsequent Fiscal Year. If the budget is approved for said goods and services, the VILLAGE will issue a new Purchase Order for required and approved goods and/or services.

6. MAXIMUM COSTS

6.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to complete the scope of work in accordance with the RFP and this Agreement is not to exceed **Thirty-Three Thousand Dollars ($33,000.00) annually**, and no additional costs shall be authorized without prior written approval from the VILLAGE.

7. INVOICE

7.1 The CONTRACTOR shall submit an itemized invoice to the VILLAGE for approval prior to receiving compensation. The CONTRACTOR shall be paid within forty-five (45) days from receipt of a proper invoice consistent with section 218.74, Florida Statutes.

7.2 If the VILLAGE disputes any invoice or part of an invoice, VILLAGE shall notify the CONTRACTOR within a reasonable time after receipt of the invoice. The VILLAGE reserves the right to off-set, reduce or withhold any payment to the CONTRACTOR until the dispute is resolved.

8. AUDIT BY VILLAGE

8.1 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.

9. COPIES OF DATA/DOCUMENTS

9.1 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. OWNERSHIP

10.1 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.

11. WRITTEN AUTHORIZATION REQUIRED

11.1 The CONTRACTOR shall not make changes in the scope of work or perform any additional services or provide any additional goods or material under this Agreement without first obtaining written authorization from the VILLAGE for such additional services, goods, or materials. Additional services, goods, or materials provided without written authorization shall be done at the CONTRACTOR's sole risk and without payment from the VILLAGE.

12. DEFAULTS, TERMINATION OF AGREEMENT

12.1 If the CONTRACTOR fails to timely perform the scope of work or has failed in any other respect to satisfactorily perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the VILLAGE Manager may give written notice to the CONTRACTOR specifying defaults to be remedied. Such notice shall set forth the basis for any

dissatisfaction and suggest corrective measures. If the CONTRACTOR does not remedy defaults within the allotted time or commence good faith steps to remedy the default to the reasonable satisfaction of the VILLAGE Manager, the VILLAGE may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such work; and/or, the VILLAGE may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after ten (10) days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the VILLAGE Manager, the VILLAGE may elect to terminate this Agreement. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

12.2 Notwithstanding paragraph 12.1, the VILLAGE reserves the right and may elect to terminate this Agreement at any time, with or without cause. At such time, the CONTRACTOR would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

13. INSURANCE

13.1. Prior to commencing the scope of work, the CONTRACTOR shall provide certificates evidencing insurance coverage as required in the RFP. Failure to comply with the foregoing requirement shall not relieve the CONTRACTOR of its liability and obligations under this Agreement. All insurance, other than Workers' Compensation and Professional Liability, required in the RFP shall specifically include the "Village of Palm Springs" as an additional insured, which shall be clearly stated in the endorsements section of Certificates of Insurance.

14. WAIVER OF BREACH

14.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

15. INDEMNITY

15.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the VILLAGE and its officers, agents, employees and representatives, from and against any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death, patent infringement or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses) to the extent arising out of or alleged to have arisen out of the acts, omissions, or neglect of the CONTRACTOR or any of its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly utilizes to perform the scope of work under this Agreement.

15.2 The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

15.3 Compliance with any insurance requirements required elsewhere in this Agreement shall not relieve CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the VILLAGE as set forth in this section.

15.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the VILLAGE or CONTRACTOR. Further, nothing contained in this Agreement shall be construed or interpreted as consent by the VILLAGE to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Florida Statutes, as amended from time to time.

15.5 The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the VILLAGE may immediately terminate or suspend this Agreement.

16. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

16.1 This Agreement consists of the terms and conditions provided herein; **Exhibit "A"** (CONTRACTOR's Fee); the VILLAGE issued Purchase Order(s); and, the RFP (including all specifications, exhibits and addenda attached thereto or referenced therein). To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail with any VILLAGE issued Purchase Order(s) and the RFP next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

16.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

17. ASSIGNMENT

17.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the VILLAGE and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the VILLAGE and the CONTRACTOR and not for the benefit or any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the VILLAGE's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the VILLAGE may immediately terminate or suspend this Agreement.

17.2 In the event the VILLAGE consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

18. SUCCESSORS AND ASSIGNS

18.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

19. WAIVER OF TRIAL BY JURY

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

20. GOVERNING LAW AND REMEDIES

20.1 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 disputes shall be exclusively in Palm Beach County, Florida.

20.2 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.

21. TIME IS OF THE ESSENCE

21.1 Time is of the essence in the completion of the scope of work as specified herein and the RFP.

22. NOTICES

22.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the VILLAGE or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the VILLAGE shall be given to the VILLAGE address as follows:

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

All notices, demands or requests from the VILLAGE to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

Shellard Lighting Designs
Spencer Shellard
2310 Pinewood Lane
West Palm Beach, FL 33415

23. SEVERABILITY

23.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

24. DELAYS AND FORCES OF NATURE

24.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR's request, the VILLAGE shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR's delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the VILLAGE in its sole discretion, the time of completion shall be extended for any reasonable time that the VILLAGE, in its sole discretion, may decide; subject to the VILLAGE's rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the VILLAGE or its employees, or by any other contractor employed by the VILLAGE, or by changes ordered by the VILLAGE or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR's control, or by delay authorized by the VILLAGE pending negotiation or by any cause which the VILLAGE, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the VILLAGE, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the VILLAGE. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

24.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

25. COUNTERPARTS

25.1 This Agreement 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 this Agreement.

26. LIMITATIONS OF LIABILITY

26.1 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.

27. PUBLIC ENTITY CRIMES

27.1 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. CONTRACTOR will advise the VILLAGE immediately if it becomes aware of any violation of this statute.

28. PREPARATION

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

29. PALM BEACH COUNTY INSPECTOR GENERAL

29.1 In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

30. ENFORCEMENT COSTS

30.1 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.

31. PUBLIC RECORDS

31.1 CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the VILLAGE as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

(a) Keep and maintain public records required by the VILLAGE to perform the services under this Agreement.

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

(c) Ensure that said 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 Agreement term and following completion of the Agreement, if the CONTRACTOR does not transfer the records to the VILLAGE.

(d) Upon the completion of the Agreement, transfer, at no cost, to the VILLAGE all public records in possession of the CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the services. If the CONTRACTOR transfers all public records to the VILLAGE upon completion of the Agreement, the

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

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

32. COPYRIGHTS AND/OR PATENT RIGHTS

32.1 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.

33. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

33.1 CONTRACTOR certifies that all material, equipment, etc., contained in this bid meets all OSHA requirements. CONTRACTOR further certifies that, if the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

34. FEDERAL AND STATE TAX

34.1 The VILLAGE is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the successful Proposer. Vendors or contractors doing business with the VILLAGE shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the VILLAGE, nor shall any Vendor/Contractor be authorized to use the VILLAGE's tax Exemption Number in securing such materials.

35. PROTECTION OF PROPERTY

35.1 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.

36. DAMAGE TO PERSONS OR PROPERTY

36.1 The responsibility for all damage to person or property arising out of or on account of work done under this Agreement shall rest upon the CONTRACTOR, and he/she shall save the VILLAGE and political unit thereof harmless from all claims made on account of such damages.

37. SAFETY: ACCIDENT PREVENTION.

37.1 In the performance of this Agreement, the CONTRACTOR shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation including without limitation Chapter 23 CFR 635. The CONTRACTOR shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the VILLAGE, may determine to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the Agreement.

37.2 It is a condition of this Agreement, and shall be made a condition of each subcontract, which the CONTRACTOR enters into pursuant to this Agreement (if authorized), that the CONTRACTOR and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

37.3 Pursuant to 29 CFR 1926.3, it is a condition of this Agreement that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

38. SCRUTINIZED COMPANIES AND E-VERIFY

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

38.2 Pursuant to Section 448.095(2), Florida Statutes, if applicable, the CONTRACTOR shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees.

39. COMPLIANCE WITH SECTION 787.06.

39.1 By signing this Agreement as set forth below, the CONTRACTOR's authorized representative attests under penalty of perjury that the CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

40. SURVIVABILITY

40.1 Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement for Goods and Services (Holiday Tree Lighting and Decorations) on the day and year first above written.

VILLAGE OF PALM SPRINGS, FLORIDA

By: BEV SMITH (Oct 15, 2024 14:13 EDT)
Bev Smith, Mayor

ATTEST:

Kimberly Wynn
Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

Christy Goddeau
Christy Goddeau (Oct 15, 2024 13:51 EDT)
Christy Goddeau, Village Attorney

CONTRACTOR: Shellard Lighting, LLC.

By:

[Corporate Seal]

Print Name: Spencer Shellard

Title: MGR/Owner

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FOREGOING instrument was acknowledged before me by means of ✓ physical presence or __online notarization on this 1 day of Oct, 2024, by Spencer Shellard of _____, a _____ authorized to do business in the State of Florida, who is personally known to me or who has produced Fla Driver Lic. as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.09, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind the Contractor to the same.

Notary Seal:

Notary Public Signature

LACEY C DANIELS
Notary Public - State of Florida
Commission # HH 300097
My Comm. Expires Aug 11, 2026
Bonded through National Notary Assn.

Resolution No. 2024-45 Holiday Lighting

Final Audit Report 2024-10-15

Created:	2024-10-02
By:	Kimberly Wynn (kwynn@vpsfl.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOnRYfgK_n34_8fJCHSpuSQ_41HEYa9OK

"Resolution No. 2024-45 Holiday Lighting" History

Document created by Kimberly Wynn (kwynn@vpsfl.org)
2024-10-02 - 4:11:14 PM GMT- IP address: 151.132.2.218

Document emailed to christy@torcivialaw.com for signature
2024-10-02 - 4:13:45 PM GMT

Email viewed by christy@torcivialaw.com
2024-10-15 - 5:51:23 PM GMT- IP address: 173.162.99.81

Signer christy@torcivialaw.com entered name at signing as Christy Goddeau
2024-10-15 - 5:51:42 PM GMT- IP address: 173.162.99.81

Document e-signed by Christy Goddeau (christy@torcivialaw.com)
Signature Date: 2024-10-15 - 5:51:44 PM GMT - Time Source: server- IP address: 173.162.99.81

Document emailed to bsmith@vpsboards.com for signature
2024-10-15 - 5:51:50 PM GMT

Email viewed by bsmith@vpsboards.com
2024-10-15 - 6:13:01 PM GMT- IP address: 174.212.35.235

Signer bsmith@vpsboards.com entered name at signing as BEV SMITH
2024-10-15 - 6:13:35 PM GMT- IP address: 174.212.35.235

Document e-signed by BEV SMITH (bsmith@vpsboards.com)
Signature Date: 2024-10-15 - 6:13:37 PM GMT - Time Source: server- IP address: 174.212.35.235

Document emailed to Kimberly Wynn (kwynn@vpsfl.org) for signature
2024-10-15 - 6:13:43 PM GMT

Document e-signed by Kimberly Wynn (kwynn@vpsfl.org)
Signature Date: 2024-10-15 - 6:47:14 PM GMT - Time Source: server- IP address: 151.132.2.218

Agreement completed.

2024-10-15 - 6:47:14 PM GMT

VILLAGE OF PALM SPRINGS FLORIDA

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Acrobat Sign

Village of Palm Springs

Executive Brief

AGENDA DATE: July 10, 2025

DEPARTMENT: Public Works

ITEM #6: Work Authorization #3 to Keshavarz and Associates for the preliminary conceptual design of the 10th Avenue North and Davis Road Intersection Improvements Project

SUMMARY: The intersection of 10th Avenue North and Davis Road has been identified by the Village to be a priority roadway project for the design and future construction improvements to enhance the safety, functionality, and aesthetics of the corridor. The surrounding area has a high utilization rate of pedestrians and bicyclists and is adjacent to Palm Springs Elementary School. The project design will coincide with the recently adopted Mobility and Vision Zero Action Plans, as well as incorporate beautification elements of other recently completed Village projects for neighborhood and right-of-way consistency.

Village staff are recommending Keshavarz and Associates for the preliminary conceptual design through the use of the Village's Consulting Services Master Agreement with the firm. Keshavarz and Associates propose to initially perform conceptual design and outreach to local stakeholders and Palm Beach County Roadway and Engineering to cohesively develop a design that can meet both the Village's goals and the County's, since 10th Ave North is owned by PBC. Once the conceptual design phase is completed under this Work Authorization, the second phase of final design will be presented at a later date for approval. The Work Authorization #03 with Keshavarz and Associates is at a cost not to exceed $76,170.04.

FISCAL IMPACT:
Work Authorization #03 with Keshavarz and Associates will have a cost not to exceed $76,170.04 and be funded from 01441-56300.

ATTACHMENTS:
1. Work Authorization #03 - Keshavarz and Associates -10th Avenue North and Davis Road
2. 10th Avenue North and Davis Road - Aerial

VILLAGE OF PALM SPRINGS

CONSULTING SERVICE WORK AUTHORIZATION

DATE : 5/22/2025 VILLAGE RFQ. NO.: 2024R-00

WORK AUTHORIZATION NO. 03 FOR CONSULTING SERVICES TASK

ORDER (PROJECT) NO. ____ G/L CODE: _____

KESHAVARZ & ASSOCIATES, INC. PROJECT NO.: 25-1508

PROJECT TITLE: 10th Avenue and Davis Road Intersection Improvements

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 Keshavarz & Associates, Inc. ("CONSULTANT") hereafter referred to as the Agreement.

I. PROJECT DESCRIPTION

The Village would like to incorporate streetscape and beautification improvements at the intersection of 10th Avenue North and Davis Road including widened sidewalks, addition of bicycle lanes/approaches to the intersection, enhanced ADA improvements, pavement marking/signage and landscaping improvements. The project limits will extend to Russell Road to the north, Andros Road to the south and 300' east and 300' west of the intersection.

Davis Road is a Village roadway; however, 10th Avenue North is a Palm Beach County (PBC) thoroughfare roadway and therefore, PBC will have ultimate authority of the improvements within their rights-of-way. As such, the proposed project will be designed in two phases. The first phase of the project (scope of services included within this proposal) will include services up to a conceptual level of design for the proposed improvements for review and approval with the Village and PBC. The second phase of the project will include the final design, permitting and bid phase services; a proposal for the design services for the second phase will be submitted to the Village upon the conclusion of the first phase.

II. SCOPE OF SERVICES

The following is a description of the services to be provided under this Work Authorization for the Conceptual Development Phase of this project.

1. Project Management, Research, Data Exchange and Project Orientation:

The Consultant shall actively manage the project and its sub-consultants towards the proper and successful execution of the Village's objectives in the context of the project scope. Consultant's project management responsibilities range from internal to external methods and approaches affecting the general advancement of the project. Included in this task is the Consultant's monitoring and management efforts performed by the Senior Project Manager and Project Director/Principal as the work proceeds.

The Consultant shall research, review and study the Village's Transportation / Mobility Master Plan and coordinate with the Village's Transportation Consultant.

This task includes general correspondence, coordination and data exchange with the Village as needed throughout the project.

2. Meetings

The Consultant shall prepare for and attend the meetings outlined below and shall prepare meeting agendas, exhibits for discussion purposes and meeting summaries for each meeting:

2.1. Kickoff meeting / design charette with Village Staff and the Village's Transportation Consultant to explore various opportunities for the intersection improvements.

Discuss Village's goals and critical success factors for the proposed streetscape improvements. Review and discuss options and applicability for improvements:

- Sidewalk Improvements
- ADA Improvements
- Traffic Calming
- Bicycle Lane Approaches
- Landscaping & Irrigation
- Drainage Improvements
- Pavement Signage and Markings
- Paveway Systems / Hardscape Beautification
- Street Lighting

2.2. Palm Springs Elementary School: The Consultant shall coordinate a meeting with Village Staff and PBC School Board staff to discuss the project as it relates to the Palm Springs Elementary School.

2.3. Palm Beach County (PBC): The consultant shall coordinate a meeting with Palm Beach County Engineering, Roadway and Land Development Departments to review the proposed improvements within PBC right of way.

2.4. Follow Up / Concept Review: Meeting with Village Staff to review draft the Conceptual Plan prior to Final submittal.

3. Land Surveying

3.1. Topographic Survey

Topographic survey data acquisition shall be performed within the corridor for the proposed improvements at the intersection of 10th Avenue North and Davis Road and will extend to Russell Road to the north, Andros Road to the south and 300' east and 300' west of the intersection of 10th Avenue North and Davis Road.

Field located and depicted topographic data shall include:

- Above ground, accessible and visible existing water valves, fire hydrants, water meters, back flow preventers, double detector check valves, sanitary manholes, sanitary clean outs, storm manholes, catch basins within the road rights-of-way and proposed corridors.
- Location and identification of pavement edges, driveways and turnouts, sidewalks, trees, signs, power poles, guy wire anchors, light poles, above ground utility boxes, etc., within the proposed right-of-way corridors to approximately 10' outside each right-of-way line, assumed to be the back of the existing sidewalk.
- If accessible and identifiable, pipe sizes, material and inverts of stormwater and sanitary sewer facilities located within or adjacent to the project area shall be acquired by means of accessing existing stormwater and sanitary structures. Manholes located within 10th Avenue North will not be accessed as a part of these services. Invert elevations of the sewer systems will be based on Record Drawings provided by the Village.
- Existing vertical grades within the proposed corridor at a maximum of 100 feet intervals perpendicular to the centerline of the R/W corridor, extending to approximately ten feet (10') beyond the project area as deemed necessary by the Consultant for design purposes.
- Available information on existing potable water and sanitary sewer systems (where applicable) will be provided by the Village in the form of project Record Drawings for field verification, as applicable.

It is assumed that a route survey and right-of-way determination is not required at this time. Assumed right-of-way lines will be depicted on the topographic survey based on PBC GIS information.

3.2. Utility Coordination

The Consultant shall identify the pertinent entities and prepare exhibits and distribute requests for existing facility locations and proposed improvements to the dry utility providers (electric, gas, phone, CATV, traffic, etc.). The Consultant shall coordinate and track the responses from the utility providers and incorporate the results onto the construction plans in an attempt to minimize potential conflicts during construction.

It is assumed that subsurface utility engineering associated with targeting/scanning and test holes for existing utilities will be provided during the future design phase, if necessary.

4. Conceptual Plans

Consultant shall prepare Conceptual Plans for the proposed intersection improvements based on the meetings and design charette with the Village, PBC and PBC School Board.

4.1. Prepare Concept Plans: Draft schematic cross sections; one section north of 10th Avenue North and one south of 10th Avenue North.

4.2. Draft Conceptual Plans: After meeting with Village Staff, Consultant shall prepare a Conceptual Plan depicting the Consultant's recommended streetscape improvements based on the goals of the Village and the limitations of the corridor.

4.3. Final Conceptual Plans: Update Conceptual Plans based on Village's comments.

4.4. Conceptual Design Summary: Consultant shall draft a technical memorandum summarizing the conceptual design process and the proposed recommended intersection improvements.

5. Reimbursable Expenses

5.1. Miscellaneous expenses for printing, reproduction of documents, mileage, etc.

III. DELIVERABLES

- Meeting Summaries
- PDF copy of Conceptual Plans
- PDF copy of the Conceptual Design Summary
- PDF copy of Exhibits

IV. SCHEDULE

Upon receipt of Notice-To-Proceed, the CONSULTANT will complete the services identified in this Work Authorization within six (6) months.

V. COMPENSATION AND PAYMENT

The CONSULTANT will perform the tasks as outlined in the scope of services on an hourly not to exceed basis with a total budget of $76,170.04 as outlined in the table below and further detailed in Attachment A, Manhour Summary.

Budget Summary

Description	Total
1. Project Management, Research, Data Exchange and Project Orientation:	$ 13,377.76
2. Meetings	$ 17,257.22
3. Land Surveying	$ 15,190.00
4. Conceptual Plans	$ 29,845.06
5. Reimbursable Expenses	$ 500.00
TOTAL	$ 76,170.04

VI. AGREEMENT REFERENCE

The work authorized under this Work Authorization shall be performed under the terms and conditions described within the Professional Services Agreement dated June 13, 2024, by and between the Village of Palm Springs ("VILLAGE") and Keshavarz & Associates, Inc. ("CONSULTANT") and subsequent addendums including the American Rescue Plan Act (ARPA) Contract Addendum. Compensation shall not exceed the hourly rates currently in effect under this Agreement.

KESHAVARZ & ASSOCIATES, INC.

By: _____

Print Name: Randy Wertepny, P.E.

Title: Vice President of Engineering

VILLAGE OF PALM SPRINGS

By: _____

Date: _____

Village Attorney's Office

Approved as to form and legality

By: _____

(Required if over $25,000)

ATTACHMENT – A
MANHOUR SUMMARY

Village of Palm Springs: 10th Avenue and Davis Road Intersection Improvements

Keshavarz & Associates

		Labor Classification and Hourly Rate									
Task		Principal Engineer (P.E.) $/hr	Senior Project Manager (P.E.) $/hr	Sr. Project Engineer (P.E.) / Surveyor (P.S.M.) $/hr	CAD Designer / Drafter $/hr	3-Man Survey Crew $/hr	Regulatory Agency Liaison $/hr	Administrative Assistant $/hr	CONSULTANT Total	Sub Consultant Total	Total
Number	Task Description	$ 295.00	$ 235.00	$ 195.00	$ 110.00	$ 190.00	$ 100.00	$ 100.00	Services	Services	Services
1	**Project Management**										
1	Project Management, Research and Data Exchange: Review and study the Village's Transportation / Mobility Master Plan and coordinate with the Village's Transportation consultant. This task includes general correspondence, coordination and data exchange with the Village as needed throughout the project.	12	16	12				12	$ 10,840.00	$ 2,537.76	$ 13,377.76
	Task No. 1: Sub Total	12	16	12	0	0	0	12	$ 10,840.00	$ 2,537.76	$ 13,377.76
2	**Meetings**										
2.1	Kickoff Meeting / Design Charette, includes prerparation of meeting agenda and exhibits	2	6	8				2	$ 3,760.00	$ 2,099.40	$ 5,859.40
2.2	Meeting with PBC School (Palm Springs Elementary School)	1	4	6				2	$ 2,605.00	$ 1,802.28	$ 4,407.28
2.3	Meeting with PBC Engineering (10th Avenue)	2	4	6				2	$ 2,900.00	$ -	$ 2,900.00
2.4	Meeting with Village Staff to review draft Conceptual Plan	1	4	6				2	$ 2,605.00	$ 1,485.54	$ 4,090.54
	Task No. 2: Sub Total	6	18	26	0	0	0	8	$ 11,870.00	$ 5,387.22	$ 17,257.22
3	**Land Surveying**										
3.1	Topographic Survey (1,200 LF)	2	4	12	8	36		2	$ 11,790.00	$ -	$ 11,790.00
3.2	Utility Coordination		4	4	8		8		$ 3,400.00	$ -	$ 3,400.00
	Task No. 3: Sub Total	2	8	16	16	36	8	2	$ 15,190.00	$ -	$ 15,190.00
4	**Conceptual Plans**										
4.1	Typical Section(s)	2	4	8	8				$ 3,970.00	$ 733.62	$ 4,703.62
4.2	Concept Plans (5 sheets - 20 scale)	4	8	32	40			4	$ 14,100.00	$ 2,656.44	$ 16,756.44
4.3	Final Conceptual Plans	1	4	12	12			2	$ 5,095.00	$ -	$ 5,095.00
4.4	Preliminary Design Report	2	4	8				2	$ 3,290.00	$ -	$ 3,290.00
	Task No. 4: Sub Total	9	20	60	60	0	0	8	$ 26,455.00	$ 3,390.06	$ 29,845.06
	Services Sub-Total	29	62	114	76	36	8	30	$ 64,355.00	$ 11,315.04	$ 75,670.04
	Reimbursable Expenses										$ 500.00
	Total										**$ 76,170.04**

ATTACHMENT – A
MANHOUR SUMMARY

Village of Palm Springs: 2nd Avenue North Complete Street Improvements

2GHO #24-1006

2GHO, Inc. Landscape Architects, Planners, Environmental Consultants

01.20.25

		Labor Classification and Hourly Rate							
Task		Principal $/hr	Project Manager $/hr	Planner II - Sr Land Planner $/hr	Planner I - Land Planner $/hr	Sr Landscape Architect $/hr	Landscape Architect $/hr	CADD Operator/ Sr Tech	CONSULTANT Total
Number	Task Description	$ 276.00	$ 247.59	$ 127.44	$ 115.35	$ 139.26	$ 119.22	$ 99.33	Services
1	**Project Management**								
1	Project Management, Research and Data Exchange: Review and study the Village's Transportation / Mobility Master Plan and coordinate with the Village's Transportation consultant. This task includes general correspondence, coordination and data exchange with the Village as needed throughout the project.	0	8	0	0	4	0	0	$ 2,537.76
	Task No. 1: Sub Total	0	8	0	0	4	0	0	$ 2,537.76
2	**Meetings**								
2.1	Kickoff Meeting / Design Charette, includes prerparation of meeting agenda and exhibits	2	4	0	0	4	0	0	$ 2,099.40
2.2	Meeting with PBC School (Palm Springs Elementary School)	0	4	2	0	4	0	0	$ 1,802.28
2.3	Meeting with PBC Engineering (10th Avenue)	0	0	0	0	0	0	0	$ -
2.4	Meeting with Village Staff to review draft Conceptual Plan	0	6	0	0	0	0	0	$ 1,485.54
	Task No. 2: Sub Total	2	14	2	0	8	0	0	$ 5,387.22
3	**Land Surveying**								
3.1	Topographic Survey (1,200 LF)	0	0	0	0	0	0	0	$ -
3.2	Utility Coordination	0	0	0	0	0	0	0	$ -
	Task No. 3: Sub Total	0	0	0	0	0	0	0	$ -
4	**Conceptual Plans**								
4.1	Typical Section(s)	0	2	0	0	0	2	0	$ 733.62
4.2	Concept Plans (5 sheets - 20 scale)	2	4	0	0	8	0	0	$ 2,656.44
4.3	Final Conceptual Plans	0	0	0	0	0	0	0	$ -
4.4	Preliminary Design Report	0	0	0	0	0	0	0	$ -
	Task No. 4: Sub Total	2	6	0	0	10	2	0	$ 3,390.06
	Services Sub-Total	4	28	2	0	22	2	0	$ 11,315.04

10TH AVE N AND DAVIS RD - INTERSECTION IMPROVEMENTS



Village of Palm Springs

Executive Brief

AGENDA DATE: July 10, 2025

DEPARTMENT: Public Works

ITEM #7: Approval of Change Order #01 to ShutterUp Windows and Doors for the Electrification of the Storefront Doors at Village Hall

SUMMARY: On December 12, 2024, the Village approved an agreement with ShutterUp Windows and Doors to replace all three sets of storefront doors at the main entrances of Village Hall. Upon further review by the staff, it was determined that adding card reader access would be important for enhancing security and allowing after-hours use. Since this additional work was not included in the original scope of services, we are presenting the associated costs to the Council for approval as a change order to the original agreement with the vendor. The total cost for this work will not exceed $9,144.75 and will be funded from account 01441-56200.

FISCAL IMPACT:
The Change Order with ShutterUp Windows and Doors will be funded from account #01441-56200 at a cost not to exceed $9,144.75.

ATTACHMENTS:
1. CO #001 - Electrification (ShutterUp)

Change Order No. 1

Date of Issuance: 5/28/2025 | Effective Date: 5/28/25

Owner: Village of Palm Springs | Owner's Task Order No.: 310

Contractor: ShutterUp Windows and Doors | Project Bid No. (ITB #): N/A – Best Interest

Engineer: N/A | Engineer's Project No.:

Project: Village Hall Storefront Doors Project | NTP: TBD

The Contract is modified as follows upon execution of this Change Order:

Description: The change order reflects the addition of electrified hinges and panic devices on the storefront doors to make the doors key FOB compatible.

Attachments: Change Order proposal

CHANGE IN CONTRACT PRICE	**CHANGE IN CONTRACT TIMES** *[note changes in Milestones if applicable]*
Original Contract Price: $ 41,108.97	Original Contract Times: Days / Days Substantial Completion: 60 days Ready for Final Payment: 75 days 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: $ 41,108.97	Contract Times prior to this Change Order: Substantial Completion: TBD delivery Ready for Final Payment: TBD delivery dates
/Increase] [~~Decrease~~] of this Change Order: $ 9,144.75	[~~Increase~~] [~~Decrease~~] of this Change Order: Substantial Completion: Ready for Final Payment: Days
Contract Price incorporating this Change Order: $ 50,253.72	Contract Times with all approved Change Orders: Substantial Completion: TBD delivery Ready for Final Payment: TBD delivery Dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title _____	Title _____	Title _____
Dat _____	Date _____	Date _____

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. 01 to the _____ Project on _____, 2025.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____

ATTEST:

_____
Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

_____
Glen J. Torcivia, Village Attorney

1042 S Congress Avenue
West Palm Beach FL 33406
T/561-588-2623 F/561-847-4915
www.Shutterupwindows.com
customerservice@shutterupwindows.com

Quote: 854459TD
Date: May 21, 2025

Licensed and Insured: Palm Beach County Licenses Shutter #U-20869 --- Windows & Doors #U-21464
Shutter #MCHS6728 Windows & Doors #MCWD6825 Shutter #12-AE-18049-R Windows & Doors #15-WD18048-X

Customer	Contact Information	Job Site Address
Village of Palm Springs Public Works	561-352-5631 flofaso@vpsfl.org	226 Cypress Lane Palm Springs, FL 33

	Opening Description	
	Supply and Install Hager electric hinges to the east, south, and main doors.	$ 2,569.51
	Supply and Install electric panic devices to the east, south, and main doors.	$ 6,575.24
	All FOB capabilities to be completed by others	

Product Total:	$ 9,144.75
Permit Fees:	N/A
Project Total:	$ 9,144.75

CONTRACT AMOUNT:	$ 9,144.75	
DEPOSIT:	$ 3,657.90	(40% Upon Contract Acceptance)
PROGRESS PAYMENT:	$ 3,657.90	(40% Upon Delivery/ Commencement of Installation)
PROGRESS PAYMENT:	$ 1,828.95	(20% Upon Completion of Installation)

CUSTOMER ACKNOWLEDGES READING THE FRONT AND REVERSE SIDE.

Shutter Up Windows and Doors Representative	Print Name	Date
Customer Signature	Print Name	Date
Customer Signature	Print Name	Date

ADDITIONAL TERMS

Village of Palm Springs

Executive Brief

AGENDA DATE: July 10, 2025

DEPARTMENT: Police Department

ITEM #8: Approve Expenditure to Purchase New Office Furniture for the Police Building Expansion Project - Piggyback – Police Department (FY 2025 Budget Funded) – Florida DMS Contract

SUMMARY: The Police Department must purchase furniture to support the building expansion with a planned completion date of November 2025. Staff recommends the Council approve the furniture purchase proposed by JC White via the submitted proposals for the identified areas of the first and second floors of the Police Department by utilizing the pricing available via the Florida DMS Contract 56120000-24-NY-ACS (Furniture, All Types) - valid through December 1, 2028.

As per JC White's proposal, the identified areas requiring furnishing include the Lobby, the new Community/Training room, first and second floor offices, Conference Rooms, Interview Rooms, Evidence and Lab areas, and Break Rooms. Furniture currently in excellent or good condition will be utilized in alternative areas to minimize furniture costs. The total price encompasses the purchase, assembly, and installation of all furniture items outlined in the proposal.

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

FISCAL IMPACT:

Funding for the proposed purchase is allocated within the FY 2025 Budget - General Fund - Machinery and Equipment – Capital Expense Account. The purchase price amounts to $168,904.38. Additionally, delivery and installation costs will total $26,400.00. Consequently, the overall cost will be $195,304.38.

ATTACHMENTS:

1. Florida DMS Furniture All Types Contract # 56120000-24-NY-ACS
2. JC White First Floor Quote
3. JC White Second Floor Quote
4. Proposed Furniture - Police Department

DocuSign Envelope ID: C22FEEEE-E956-4E04-9A66-2D30D3B4968A

Alternate Contract Source (ACS)
No. 56120000-24-NY-ACS
For
Furniture, All Types

This Alternate Contract Source No. 56120000-24-NY-ACS Furniture, All Types (Contract), is between the Department of Management Services (Department), an agency of the State of Florida (State), located at 4050 Esplanade Way, Tallahassee, FL 32399 and The HON Company LLC (Contractor), located at 600 E. 2nd Street, Muscatine, IA 52761 collectively referred to herein as the "Parties."

WHEREAS, the Department is authorized by section 287.042(16), Florida Statutes:

To evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined by the Secretary of Management Services in writing to be cost-effective and the best value to the state, to enter into a written agreement authorizing an agency to make purchases under such contract;

WHEREAS, the State of New York, Office of General Services, competitively procured Group 20915 Furniture, All Types (except Hospital Room and Patient Handling), and awarded Contract No. PC70286, Furniture, All Types (Master Contract), with the Contractor;

WHEREAS, the Secretary evaluated the Master Contract and determined that use of the Master Contract is cost-effective and the best value to the state.

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Term and Effective Date.**

The Master Contract became effective December 5, 2023, and its term currently ends on December 1, 2028. The Master Contract has up to five years of renewals available. The Contract will become effective on March 5, 2024 or on the date signed by all Parties, whichever is later. The Contract will expire on December 1, 2028 unless terminated earlier or renewed in accordance with Exhibit A, Additional Special Contract Conditions.

2. **Order of Precedence.**

This Contract document and the attached exhibits constitute the Contract and the entire understanding of the Parties. Exhibits A, B, and C and this Contract document constitute the Enterprise Alternate Contract Source to the Master Contract and modify or supplement the terms and conditions of the Master Contract. All exhibits listed below are incorporated by

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reference into, and form part of, this Contract. In the event of a conflict, the following order of precedence shall apply:

a) This Contract document
b) Exhibit A: Additional Special Contract Conditions (Florida)
c) Exhibit B: Special Contract Conditions (Florida)
d) Exhibit C: Price Sheet
e) Exhibit D: Preferred Pricing Affidavit
f) Exhibit E: Master Contract (including any amendments made prior to the effective date of this Contract and any subsequent amendments added to this Contract in accordance with the Modifications Section listed below)

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Contract, such citation or reference shall be replaced by the comparable Florida law or regulation.

3. Purchases off this Contract.

Upon execution of this Contract, agencies, as defined in section 287.012, Florida Statutes, may purchase products and services under this Contract. Any entity making a purchase off of this Contract acknowledges and agrees to be bound by the terms and conditions of this Contract. The Contractor shall adhere to the terms included in any contract or purchase orders issued pursuant to this Contract.

4. Primary Contacts.

Department's Contract Manager:
Christopher McMullen
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 922-9867
Email: Christopher.Mcmullen@dms.fl.gov

Contractor's Contract Manager:
Dena Bates
The HON Company LLC
600 E. 2nd Street
Muscatine, IA 52761
Telephone: (563) 299-2949
Email: ContractManager@honcompany.com

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5. Modifications.

Any amendments to this Contract must be in writing and signed by the Parties. If amendments are made to the Master Contract after the effective date of this Contract, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Contract, enter into a written amendment with the Department reflecting the addition of such amendments to this Contract.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized undersigned officials.

THE HON COMPANY LLC

DocuSigned by:
Eric Schroeder
2AD08658724B481...

Eric Schroeder, VP of Finance

3/6/2024 | 4:44 PM EST

Date:

DEPARTMENT OF MANAGEMENT SERVICES

DocuSigned by:
Pedro Allende
C94713929499485...

Pedro Allende, Secretary

3/7/2024 | 11:46 AM EST

Date:

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

EXHIBIT A
ADDITIONAL SPECIAL CONTRACT CONDITIONS

The Contractor and agencies, as defined in section 287.012, Florida Statutes acknowledge and agree to be bound by the terms and conditions of the Master Contract except as otherwise specified in the Contract, which includes the Special Contract Conditions and these Additional Special Contract Conditions.

A. Orders: Contractor must be able to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders.

B. Contractor and Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers: By execution of a Contract, the Contractor acknowledges that it will not be released of its contractual obligations to the Department or state agencies because of any failure of an affiliate, partner, subcontractor, reseller, distributor, or dealer. The Contractor is responsible for ensuring that its affiliates, partners, subcontractors, resellers, distributors, and dealers providing commodities and performing services in furtherance of the Contract do so in compliance with the terms and conditions of the Contract. The Contractor is fully responsible for satisfactory completion of all work performed under the Contract.

C. All Contractor's Florida Resellers authorized to provide commodities under this ACS can be found on the Department's contract website. The Resellers are approved to provide sales and service support to State of Florida Customers. Contractors may request to add/delete Resellers to the ACS on a quarterly basis, by the 15th of each month listed: January, April, July, October of each year. Contractors must receive written approval from the Department prior to adding Resellers to this ACS.

D. Preferred Pricing: It is the responsibility of the Contractor to provide a completed Preferred Pricing Affidavit upon Contract execution and annually thereafter throughout the Contract term in accordance with the Special Contract Conditions.

E. Purchases Prerequisites: Contractor must ensure that entities receiving payment directly from Customers under this Contract must have met the following requirements:
   - Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
   - Be registered in the MFMP Vendor Information Portal (https://vendor.myfloridamarketplace.com).
   - Have a current W-9 filed with the Florida Department of Financial Services (https://flvendor.myfloridacfo.com)

F. Punchout Catalog and Electronic Invoicing.
The Contractor is encouraged to provide a MFMP punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products

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awarded under the Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

Through utilization of the punchout catalog model, a Florida buyer will "punch out" to a supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of Products) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:

1) EDI (Electronic Data Interchange)
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.

2) PO Flip via AN
This online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

G. Contract Reporting: The Contractor shall provide the Department the following accurate and complete reports associated with this Contract.

1) Contract Quarterly Sales Reports. The Contractor shall submit Quarterly Sales Reports in the manner and format required by the Department within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

The Quarterly Sales Report template can be found here: Quarterly Sales Report Format / Vendor Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS (myflorida.com). Initiation and

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submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Contract.

2) Certified and Minority Business Enterprises Reports. Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Federal Employer Identification Number of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

3) Ad Hoc Sales Reports. The Department may require additional Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.

4) MFMP Transaction Fee Reports. The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state_/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting. Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

H. Financial Consequences: The Department reserves the right to impose financial consequences when the Contractor fails to comply with the requirements of the Contract. The following financial consequences will apply for the Contractor's non-performance under the Contract. The Customer and the Contractor may agree to add additional Financial Consequences on an as-needed basis beyond those stated herein to apply to that Customer's resultant contract or purchase order. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, when the Contractor has failed to comply with the provisions of the Contract. The Contractor and the Department agree that financial consequences for non-performance are an estimate of damages which are difficult to ascertain and are not penalties.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Contract performance and every month or quarter, respectively, thereafter.

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Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance /Not Received by the Contract Manager
Contractor will timely submit complete Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with the required information	Completed reports are due on or before the 30th calendar day after the close of each State fiscal quarter	$250 per day late
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Completed reports are due on or before the 15th calendar day after the end of each month	$100 per day late

No favorable action will be considered when Contractor has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that is required under this Contract.

I. Business Review Meetings: Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:

   a. Contract compliance
   b. Contract savings (in dollar amount and cost avoidance)
   c. Spend reports by Customer
   d. Recommendations for improved compliance and performance

J. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

3.4 Purchase Order.
A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their

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specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(24), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), or as may otherwise be established by law, which the vendor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or submission of required reporting of transactions shall constitute grounds for declaring the Vendor in default.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.
The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final

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order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.
In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

5.5 Scrutinized Companies - Termination by the Department.
The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State’s Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

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6.10 Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(6), F.A.C.

8.1.1 Termination of Contract.
The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency 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, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.

(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency 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 public agency, upon request from the

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public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

13.2 E-Verify.
The Contractor and its subcontractors shall register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor in accordance with section 448.095, F.S. The Contractor shall obtain an affidavit from its subcontractors in accordance with paragraph (5)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract.

Special Contract Conditions additions: the following subsections are added to the Special Contract Conditions:

5.7 Foreign Country of Concern Attestation.

If the Contract or Customer's purchase order issued pursuant to this Contract grants the Contractor access to an individual's personal identifying information as defined in section 501.171, Florida Statutes, the Contractor must, prior to execution, extension, or renewal of this Contract or Customer purchase order, complete and submit to the applicable Governmental Entity the Form PUR 1355, "Foreign Country of Concern Attestation Form," available at: http://www.flrules.org/Gateway/reference.asp?No=Ref-15958.

5.8 Common Carrier Attestation.

The Contractor as a Common Carrier, as defined in section 908.111, Florida Statutes, or contracted carrier must, prior to execution, amendment, or renewal of this Contract or Customer purchase order issued pursuant to this Contract, complete and submit to the applicable Governmental Entity the Form PUR 1808, "Common Carrier or Contracted Carrier Attestation Form," available at:
http://www.flrules.org/Gateway/reference.asp?No=Ref-14614.

This Contract or a Customer purchase order may be terminated if the Contractor is found to be in violation of the submitted attestation.

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12.3 Document Inspection.

In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.

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Exhibit B

SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

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SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.
The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.
The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.
The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.
The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.
If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

(a) immediately terminate the Contract;
(b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
(c) take other action deemed appropriate by the Department.

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SECTION 3. PAYMENT AND FEES.

3.1 Pricing.
The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.
The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.
The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.
A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.
Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

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3.6 Annual Appropriation.
Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.
Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.
Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.
The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.
All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.
The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

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Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.
The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.
The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.
Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.
Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

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AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at https://www.respectofflorida.org.

4.7 PRIDE.
Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at https://www.pride-enterprises.org.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.
Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

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Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.
In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.
The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State’s Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.
The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

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Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.
The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.
The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.
Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.
When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.
Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.
A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

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6.7 Time is of the Essence.
Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.
The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.
The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.
Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.
The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.
The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

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All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.
Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.
To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.
Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

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The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.
(b) Upon request from the public agency's custodian of public records, provide the public agency 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, F.S., or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information.
If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

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responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.
If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.
The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.
The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.
Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.
Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.
Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

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The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.
The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.
In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.
The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.
The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

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SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.
The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.
In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.
If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.
The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department’s delay.

11.3.2 Liquidated Damages.
The Contractor acknowledges that delayed performance will damage the DepartmentCustomer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

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The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

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12.2 Payment Audit.
Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.
The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.
The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is https://www.uscis.gov/e-verify. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.
If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

(a) Computer related crimes;
(b) Information technology crimes;

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(c) Fraudulent practices;
(d) False pretenses;
(e) Frauds;
(f) Credit card crimes;
(g) Forgery;
(h) Counterfeiting;
(i) Violations involving checks or drafts;
(j) Misuse of medical or personnel records; and
(k) Felony theft.

13.4 Confidentiality.
The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

MIRAMAR:
3501 Commerce Parkway
Miramar, FL 33025
954.499.6677

WEST PALM BEACH:
2403 S. Dixie Highway
West Palm Beach, FL 33401
561.848.4982

SALES PERSON:
LEYLA LACEY

VILLAGE OF PALM SPRINGS PD_1FL QUOTE 6.20..2025

ITEM	MFG	QTY	PRODUCT				UNIT	EXTENDED
1		1	**ACCOUNT MANAGER CONTACT INFORMATION** Leyla Lacey (561)358-0098 leyla.lacey@jcwhite.com			***SELL:***	$0.00	$0.00
2		1	**STATE OF FLORIDA CONTRACT 561-20000-24-NY-ACS**			***SELL:***	$0.00	$0.00
3	HTL	1	**HCT29LX** Arrnge Seated Hght X-base for 42-48" Srfc			***SELL:***	$307.13	$307.13
	BREAK 1-129							
	HCT29LX							
	1ST FLOOR		Select Paint Color	**$(P1)**	P1 Paint Opts			
			Select Grade 1 Paint	**.P8V**	Textured Titanium			
4	HTL	1	**HCTSQR42** Arrange Table 42" Square Top			***SELL:***	$221.58	$221.58
	BREAK 1-129							
	42							
	1ST FLOOR		Grommet Selection	**.N**	No Grommet			
			Select Grade	**$(L1STD)**	Grd L1 Standard Laminates			
			Select Grade 1 Laminate Finish	**.LOFT**	Loft			
			Select Edgeband Color	**.LOFT**	Loft			
5	HSN	1	**HMS1** Motivate High Density Stacker-Sled Base-Set/4			***SELL:***	$465.48	$465.48
	BREAK 1-129							
	HMS1							
	1ST FLOOR		Select Arm Type	**.N**	No Arm			
			Select Shell Color	**.BU**	Surf			
			Select Frame Color	**.Y**	Chrome			
6	HSN	3	**HMS1** Motivate High Density Stacker-Sled Base-Set/4			***SELL:***	$465.48	$1,396.44
	BREAKROOM 1-122							
	HMS1							
	1ST FLOOR		Select Arm Type	**.N**	No Arm			
			Select Shell Color	**.BU**	Surf			
			Select Frame Color	**.Y**	Chrome			

ITEM	MFG	QTY	PRODUCT				UNIT	EXTENDED
7	HTL	1	**HTLC42120** Preside 42x120 Rectangle Top - 2 piece			***SELL:***	$502.76	$502.76
BREAKROOM 1-122								
42/120								
1ST FLOOR			Edge Selection	**.G**	2mm Edgeband			
			Select Edge Finish	**LOFT**	Loft			
			Select Grommet	**.N**	No Grommets			
			Laminate Top Selection	**$(L1STD)**	Grd L1 Standard Laminates			
			Select Grade 1 Laminate Finish	**.LOFT**	Loft			
8	HTL	1	**HTTLEG120** Preside Aluminum T leg for 120" Table Tops			***SELL:***	$416.86	$416.86
BREAKROOM 1-122								
29H								
1ST FLOOR			Select Base Color	**$(P1)**	P1 Paint Opts			
			Select Grade 1 Paint	**.P8T**	Titanium			
9	HOU	4	**HNNNN-CANTIL** Left cantilever			***SELL:***	$64.33	$257.32
BRIEFING RM 1-121								
1ST FLOOR			QUOTE	-	REF QT #GL-00094			
10	HOU	1	**SH2NNNJ-BS0596** Backsplash, HPL, [96]''W x 0.630''D x [4.75]''H			***SELL:***	$90.74	$90.74
BRIEFING RM 1-121								
1ST FLOOR				**(1)**	One-Tone Finish Selection			
				...	Skipped Option			
					Locks			
			QUOTE	-	REF QT #GL-00094			
11	HOU	1	**SH2NNNJ-TR1696** Rectangular surface, HPL, [96]''W x [16]''D x 1''H			***SELL:***	$306.72	$306.72
BRIEFING RM 1-121								
1ST FLOOR				**(1)**	One-Tone Finish Selection			
				...	Skipped Option			
					Locks			
			QUOTE	-	REF QT #GL-00094			
12	HTL	1	**HTFXM29** Preside 29.5H X-Base for 36 & 42 Tops			***SELL:***	$248.93	$248.93
EC SUPV. 1-130								
1ST FLOOR			Paint Selection	**$(P1)**	P1 Paint Opts			
			Select Grade 1 Paint	**.P8T**	Titanium			
13	HTL	1	**HTLD36** Preside 36" Round Shaped Laminate Top			***SELL:***	$211.76	$211.76
EC SUPV. 1-130								
1ST FLOOR			Edge Option	**.G**	2MM/Flat			
			Select Edge Finish	**FC**	Fawn Cypress			
			Select Grommet	**.N**	No Grommets			
			Select Laminate	**$(L2STD)**	Grd L2 Standard Laminates			
			Select Grade 2 Laminate Finish	**.LFC1**	Fawn Cypress			

ITEM	MFG	QTY	PRODUCT				UNIT	EXTENDED
14	HCG	2	**H10502**			***SELL:***	$335.78	$671.56
EVIDENCE PROC			10500 Series Floorstnd Full Ht Ped B/B/F 15-5/8W x 22-3/4D					
BBF								
1ST FLOOR			Select Laminate	**$(L2STD)**	Grd L2 Standard Laminates			
			Select Grade 2 Laminate Finish	**.LFC1**	Fawn Cypress			
15	HCG	4	**H105381K**			***SELL:***	$389.76	$1,559.04
EVIDENCE PROC			10500 Series36"x18 1/2" Wall Mount Storage 2-Dr Locking					
14x42x18								
1ST FLOOR			Select Top Laminate Color	**$(L2STD)**	Grd L2 Standard Laminates			
			Select Top Laminate Color	**.LFC1**	Fawn Cypress			
			Select Chassis Laminate Color	**LFC1**	Fawn Cypress			
16	HCG	2	**H10541X**			***SELL:***	$346.64	$693.28
EVIDENCE PROC			10500 Series Cred Shell 72W x 24D x 29-1/2H					
24/72								
1ST FLOOR			Select Top Laminate Color	**$(L2STD)**	Grd L2 Standard Laminates			
			Select Top Laminate Color	**.LFC1**	Fawn Cypress			
			Select Chassis Laminate Color	**LFC1**	Fawn Cypress			
17	HSF	3	**HF23S**			***SELL:***	$23.83	$71.49
EVIDENCE PROC			Contain Satin Removable Lock Core Kit					
1ST FLOOR			Select Key Number	**.X102E**	102E			
18	HSF	3	**HF23S**			***SELL:***	$23.83	$71.49
EVIDENCE PROC			Contain Satin Removable Lock Core Kit					
1ST FLOOR			Select Key Number	**.X101E**	101E			
19	HVO	2	**HLED31A**			***SELL:***	$307.04	$614.08
EVIDENCE PROC			31" LED Light W/PwrSupplyForDaisyChain(STARTER)					
HLED31A								
1ST FLOOR								
20	HVO	2	**HLED31AUO**			***SELL:***	$250.26	$500.52
EVIDENCE PROC			31"LED Lt W/8"JmprCordDaisyChain(FOLLOWER)					
HLED31AUO								
1ST FLOOR								
21	HVO	4	**HLSL36TW**			***SELL:***	$125.48	$501.92
EVIDENCE PROC			WM Tackboard for 36W WM Overhead					
TB								
1ST FLOOR			Fabric Selection	**$(A)**	Grd A Fabric			
			Grd A Fab	**.LN**	Landscape			
			Select Landscape Fabric Color	**30**	Urban			

ITEM	MFG	QTY	PRODUCT				UNIT	EXTENDED
22	HVO	2	**HLSLZ5SC54** 42"W External Stiffener				***SELL:*** $49.77	$99.54
EVIDENCE PROC								
42								
1ST FLOOR			Select Color Option		**.P**	Black		
23	HCG	4	**HSWEEPC2** Sweep Handle Kit Satin Nickel 2-Pack				***SELL:*** $23.83	$95.32
EVIDENCE PROC								
PULL								
1ST FLOOR								
24	HCG	2	**HSWEEPC3** Sweep Handle Kit Satin Nickel 3-Pack				***SELL:*** $30.84	$61.68
EVIDENCE PROC								
PULL								
1ST FLOOR								
25	HOU	2	**HNNNN-CANTIL** Left cantilever				***SELL:*** $64.33	$128.66
FINGER PRINT RM 1-111								
1ST FLOOR				QUOTE	**-**	REF QT #GL-00094		
26	HOU	1	**SH2NNNJ-BS0544** Backsplash, HPL, [44]''W x 0.630''D x [4.75]''H				***SELL:*** $78.38	$78.38
FINGER PRINT RM 1-111								
1ST FLOOR					**(1)**	One-Tone Finish Selection		
					...	Skipped Option		
						Locks		
				QUOTE	**-**	REF QT #GL-00094		
27	HOU	1	**SH2NNNJ-BS0574** Backsplash, HPL, [74]''W x 0.630''D x [4.75]''H				***SELL:*** $87.76	$87.76
FINGER PRINT RM 1-111								
1ST FLOOR					**(1)**	One-Tone Finish Selection		
					...	Skipped Option		
						Locks		
				QUOTE	**-**	REF QT #GL-00094		
28	HOU	1	**SH2NNNJ-TR2544** Rectangular surface, HPL, [44]''W x 25''D x 1''H				***SELL:*** $245.80	$245.80
FINGER PRINT RM 1-111								
1ST FLOOR					**(1)**	One-Tone Finish Selection		
					...	Skipped Option		
						Locks		
				QUOTE	**-**	REF QT #GL-00094		

ITEM	MFG	QTY	PRODUCT				UNIT	EXTENDED
29	HOU	1	**SH2NNNJ-TR2574** Rectangular surface, HPL, [74]''W x 25''D x 1''H			***SELL:***	$317.37	$317.37
FINGER PRINT RM 1-111								
1ST FLOOR				**(1)**	One-Tone Finish Selection			
				...	Skipped Option			
					Locks			
			QUOTE	**-**	REF QT #GL-00094			
30	HOU	1	**SHNNNNJ-FLP0642** 2 pieces filler assembly, To be field cut, 6'' W x 43'' H			***SELL:***	$103.52	$103.52
FINGER PRINT RM 1-111								
1ST FLOOR				**50.8**	Actual Width[mm]			
				152	Actual Depth [mm]			
				1048	Actual Height [mm]			
				06	Nominal Width [Inch]			
				06	Nominal Depth [Inch]			
				42	Nominal Height [Inch]			
					Locks			
			QUOTE	**-**	REF QT #GL-00094			
31	HSN	10	**HIGS6** Ignition Guest/Multi-Purpose Chair Four-Leg Stacking			***SELL:***	$234.30	$2,343.00
GUEST SEATING ARMLESS								
HIGS6								
1ST FLOOR			Select Arm Type	**.N**	Armless			
			Select Caster/Glide Option	**.E**	Nylon Glide			
			Select Back	**.IR**	4-Way Regatta			
			Select Upholstery	**$(1)**	Grade 1 Uph			
			Grade 1 Fab	**.UR**	Contourett			
			Contourett	**92**	Marine			
			Select Frame Color	**.PLAT**	Textured Platinum Metallic			
32	HSN	6	**HIGS6** Ignition Guest/Multi-Purpose Chair Four-Leg Stacking			***SELL:***	$263.98	$1,583.88
GUEST SEATING WITH ARMS								
HIGS6								
1ST FLOOR			Select Arm Type	**.F**	Fixed			
			Select Caster/Glide Option	**.E**	Nylon Glide			
			Select Back	**.IR**	4-Way Regatta			
			Select Upholstery	**$(1)**	Grade 1 Uph			
			Grade 1 Fab	**.UR**	Contourett			
			Contourett	**92**	Marine			
			Select Frame Color	**.PR8T**	Textured Silver			
33	HCG	10	**H10502** 10500 Series Floorstnd Full Ht Ped B/B/F 15-5/8W x 22-3/4D			***SELL:***	$335.78	$3,357.80
INTERVIEW A								
BBF								
1ST FLOOR			Select Laminate	**$(L2STD)**	Grd L2 Standard Laminates			
			Select Grade 2 Laminate Finish	**.LFC1**	Fawn Cypress			

ITEM	MFG	QTY	PRODUCT				UNIT	EXTENDED
34	HCG	5	**H10594** 10500 Series Desk Shell 72W x 36D x 29-1/2H			***SELL:***	$403.08	$2,015.40
INTERVIEW A								
36/72								
1ST FLOOR			Select Top Laminate Color	**$(L2STD)**	Grd L2 Standard Laminates			
			Select Top Laminate Color	**.LFC1**	Fawn Cypress			
			Select Chassis Laminate Color	**LFC1**	Fawn Cypress			
35	HCG	2	**H115295R** Valido 18"W x 24"D x 67"H Wardrobe/Storage Cabinet			***SELL:***	$1,016.10	$2,032.20
INTERVIEW A								
18x24x66								
1ST FLOOR			Select Edge Detail	**.A**	Ribbon			
			Select Pull Detail	**.C**	Sweep Satin Nickel			
			Select Laminate	**$(L2STD)**	Grd L2 Standard Laminates			
			Select Top Laminate Color	**.LFC1**	Fawn Cypress			
			Select Chassis Laminate Color	**LFC1**	Fawn Cypress			
36	HCG	3	**H115296L** Valido 18"W x 24"D x 67"H Wardrobe/Storage Cabinet			***SELL:***	$1,016.10	$3,048.30
INTERVIEW A								
18x24x66								
1ST FLOOR			Select Edge Detail	**.A**	Ribbon			
			Select Pull Detail	**.C**	Sweep Satin Nickel			
			Select Laminate	**$(L2STD)**	Grd L2 Standard Laminates			
			Select Top Laminate Color	**.LFC1**	Fawn Cypress			
			Select Chassis Laminate Color	**LFC1**	Fawn Cypress			
37	HCG	3	**HF23S** Contain Satin Removable Lock Core Kit			***SELL:***	$23.83	$71.49
INTERVIEW A								
1ST FLOOR			Select Key Number	**.X103E**	103E			
38	HCG	3	**HF23S** Contain Satin Removable Lock Core Kit			***SELL:***	$23.83	$71.49
INTERVIEW A								
1ST FLOOR			Select Key Number	**.X106E**	106E			
39	HCG	3	**HF23S** Contain Satin Removable Lock Core Kit			***SELL:***	$23.83	$71.49
INTERVIEW A								
1ST FLOOR			Select Key Number	**.X105E**	105E			
40	HCG	3	**HF23S** Contain Satin Removable Lock Core Kit			***SELL:***	$23.83	$71.49
INTERVIEW A								
1ST FLOOR			Select Key Number	**.X104E**	104E			

ITEM	MFG	QTY	PRODUCT				UNIT	EXTENDED
41	HCG	3	**HF23S** Contain Satin Removable Lock Core Kit			***SELL:***	$23.83	$71.49
	INTERVIEW A							
	1ST FLOOR		Select Key Number	**.X107E**	107E			
42	HCG	10	**HSWEEPC3** Sweep Handle Kit Satin Nickel 3-Pack			***SELL:***	$30.84	$308.40
	INTERVIEW A							
	PULL							
	1ST FLOOR							
43	HCG	1	**H10594** 10500 Series Desk Shell 72W x 36D x 29-1/2H			***SELL:***	$403.08	$403.08
	INTERVIEW B							
	36/72							
	1ST FLOOR		Select Top Laminate Color	**$(L2STD)**	Grd L2 Standard Laminates			
			Select Top Laminate Color	**.LFC1**	Fawn Cypress			
			Select Chassis Laminate Color	**LFC1**	Fawn Cypress			
44	HCG	2	**HF22** Master Key (One Key)			***SELL:***	$15.77	$31.54
	KEYS							
	HF22							
	1ST FLOOR							
45	HCG	2	**HD8** Metal Center Drawer 24W x 14D (for 38000)			***SELL:***	$146.51	$293.02
	LAB							
	1ST FLOOR		Select Paint Color	**$(P1)**	P1 Paint Opts			
			Select Grade 1 Paint	**.P**	Black			
46	HCG	2	**HNLEP1128** 1-1/8Wx11-1/4Dx28-1/2H End Panels for 24D; 2pk			***SELL:***	$125.83	$251.66
	LAB							
	1ST FLOOR		Select Laminate Color	**$(L2STD)**	Grd L2 Standard Laminates			
			Select Grade 2 Laminate Finish	**.LFC1**	Fawn Cypress			
47	HCG	1	**HNLEP2428L** 1-1/8Wx23-1/8Dx28-1/2H End Panel for 24D Left			***SELL:***	$110.76	$110.76
	LAB							
	1ST FLOOR		Select Grommet Color	**.P**	Black			
			Select Laminate Color	**$(L2STD)**	Grd L2 Standard Laminates			
			Select Grade 2 Laminate Finish	**.LFC1**	Fawn Cypress			
48	HCG	1	**HNLEP2428R** 1-1/8Wx23-1/8Dx28-1/2H End Panel for 24D Right			***SELL:***	$110.76	$110.76
	LAB							
	1ST FLOOR		Select Grommet Color	**.P**	Black			
			Select Laminate Color	**$(L2STD)**	Grd L2 Standard Laminates			
			Select Grade 2 Laminate Finish	**.LFC1**	Fawn Cypress			

ITEM	MFG	QTY	PRODUCT				UNIT	EXTENDED
49	HCG LAB	2	**HNLMP5410** 54W x 10H Modesty / Back Panel			***SELL:***	$127.23	$254.46
	1ST FLOOR		Select Laminate Color Select Grade 2 Laminate Finish	**$(L2STD)** **.LFC1**	Grd L2 Standard Laminates Fawn Cypress			
50	HCG LAB	2	**HNLRC2454** 54W x 24D Rectangle Worksurface			***SELL:***	$162.63	$325.26
	1ST FLOOR		Select Edge Detail Edgeband Color Selection Select Grommet Color Select Top Laminate Color Select Grade 2 Laminate Finish	**.G** **FC** **.P** **$(L2STD)** **.LFC1**	Smooth Flat Fawn Cypress Black Grd L2 Standard Laminates Fawn Cypress			
51	HTL LOBBY 20/24/20H	1	**H80193** Occasional Laminate Occasional Strght Table 24L 20W 20H			***SELL:***	$228.94	$228.94
	1ST FLOOR		Select Top Laminate Color Select Top Laminate Color Select Chassis Laminate Color	**$(L2STD)** **.LFC1** **P**	Grd L2 Standard Laminates Fawn Cypress Black			
52	SPI LOBBY	2	**SS6000** Free-standing Cooper Series 6222BG Cooper Bala 2-seat bariatric bench, full arm, poly arms			***SELL:***	$1,373.95	$2,747.90
	1ST FLOOR		Seat WOOD COMPONENT STAIN SELECTION Arm Cap WOOD QUOTE	**GR3** **WALNUT** **RAL9005** **~** **-**	Fabric Grade 3 TBA Walnut Heights Wood Stain Polyurethane, flat profile in RAL 9005 Black, Wooc TBA REF QT# Q171341			
53	HND PATROL WS CL	8	**HCTL241L** Left-hand Cantilever 24"D			***SELL:***	$17.05	$136.40
	1ST FLOOR		Select Paint Color Select Grade 1 Paint	**$(P1)** **.P8T**	Select P1 Paint Titanium			
54	HND PATROL WS CR	8	**HCTL241R** Right-hand Cantilever 24"D			***SELL:***	$17.05	$136.40
	1ST FLOOR		Select Paint Color Select Grade 1 Paint	**$(P1)** **.P8T**	Select P1 Paint Titanium			
55	HCL PATROL WS CP-50-L	8	**HEC50PLN** 50H "L" Connector Post			***SELL:***	$48.36	$386.88
	1ST FLOOR		Select Paint Grade Select Grade 1 Paint	**$(P1)** **.P8T**	P1 Paint Opts Titanium			

ITEM	MFG	QTY	PRODUCT					UNIT	EXTENDED
56	HCL	2	**HEC50PTN** 50H "T" Connector Post				*SELL:*	$46.06	$92.12
	PATROL WS								
	CP-50-T								
	1ST FLOOR			Select Paint Grade Select Grade 1 Paint	**$(P1)** **.P8T**	P1 Paint Opts Titanium			
57	HCL	2	**HEC50PXN** 50H "X" Connector Post				*SELL:*	$44.54	$89.08
	PATROL WS								
	CP-50-X								
	1ST FLOOR			Select Paint Grade Select Grade 1 Paint	**$(P1)** **.P8T**	P1 Paint Opts Titanium			
58	HCL	8	**HECSL** "L" Connector Strap				*SELL:*	$6.11	$48.88
	PATROL WS								
	PATROL WS								
	1ST FLOOR								
59	HCL	2	**HECST** "T" Connector Strap				*SELL:*	$8.91	$17.82
	PATROL WS								
	PATROL WS								
	1ST FLOOR								
60	HCL	2	**HECSX** "X" Connector Strap				*SELL:*	$10.43	$20.86
	PATROL WS								
	PATROL WS								
	1ST FLOOR								
61	HCL	10	**HEFEC50P** Panel Finished End Covers 50H				*SELL:*	$22.65	$226.50
	PATROL WS								
	50E								
	1ST FLOOR			Select Paint Color Select Grade 1 Paint	**$(P1)** **.P8T**	P1 Paint Opts Titanium			
62	HCL	24	**HETC36** Panel Top Cap 36"W				*SELL:*	$22.65	$543.60
	PATROL WS								
	TC36								
	1ST FLOOR			Select Paint Color Select Grade 1 Paint	**$(P1)** **.P8T**	P1 Paint Opts Titanium			
63	HCL	8	**HETC48** Panel Top Cap 48"W				*SELL:*	$25.45	$203.60
	PATROL WS								
	TC48								
	1ST FLOOR			Select Paint Color Select Grade 1 Paint	**$(P1)** **.P8T**	P1 Paint Opts Titanium			

ITEM	MFG	QTY	PRODUCT				UNIT	EXTENDED
64	HCL	24	**HETP5036FP**			***SELL:***	$135.65	$3,255.60
	PATROL WS		Tackable Panel w/o TC 50H x 36W					
	36/50							
	1ST FLOOR		Fabric Selection	**$(A)**	Grd A Fabric			
			Grd A Fab	**.LN**	Landscape			
			Select Landscape Fabric Color	**30**	Urban			
			Select Paint Color	**$(P1)**	P1 Paint Opts			
			Select Grade 1 Paint	**.P8T**	Titanium			
65	HCL	8	**HETP5048FP**			***SELL:***	$161.10	$1,288.80
	PATROL WS		Tackable Panel w/o TC 50H x 48W					
	48/50							
	1ST FLOOR		Fabric Selection	**$(A)**	Grd A Fabric			
			Grd A Fab	**.LN**	Landscape			
			Select Landscape Fabric Color	**30**	Urban			
			Select Paint Color	**$(P1)**	P1 Paint Opts			
			Select Grade 1 Paint	**.P8T**	Titanium			
66	HCG	1	**HF23S**			***SELL:***	$23.83	$23.83
	PATROL WS		Contain Satin Removable Lock Core Kit					
	1ST FLOOR		Select Key Number	**.X114E**	114E			
67	HCG	1	**HF23S**			***SELL:***	$23.83	$23.83
	PATROL WS		Contain Satin Removable Lock Core Kit					
	1ST FLOOR		Select Key Number	**.X113E**	113E			
68	HCG	1	**HF23S**			***SELL:***	$23.83	$23.83
	PATROL WS		Contain Satin Removable Lock Core Kit					
	1ST FLOOR		Select Key Number	**.X115E**	115E			
69	HCG	1	**HF23S**			***SELL:***	$23.83	$23.83
	PATROL WS		Contain Satin Removable Lock Core Kit					
	1ST FLOOR		Select Key Number	**.X112E**	112E			
70	HCG	1	**HF23S**			***SELL:***	$23.83	$23.83
	PATROL WS		Contain Satin Removable Lock Core Kit					
	1ST FLOOR		Select Key Number	**.X110E**	110E			
71	HCG	1	**HF23S**			***SELL:***	$23.83	$23.83
	PATROL WS		Contain Satin Removable Lock Core Kit					
	1ST FLOOR		Select Key Number	**.X111E**	111E			

ITEM	MFG	QTY	PRODUCT				UNIT	EXTENDED
72	HCL	8	**HH871248** Electrical Power Harness 48W 3-1 & 2-2 Systems			***SELL:***	$80.68	$645.44
	PATROL WS 48PH 1ST FLOOR							
73	HCL	4	**HH871501** Duplex Receptacle Circuit 1 3-1 & 2-2 Systems			***SELL:***	$16.54	$66.16
	PATROL WS PATROL WS 1ST FLOOR			Select Duplex Color	**.TI** Titanium			
74	HCL	4	**HH871502** Duplex Receptacle Circuit 2 3-1 & 2-2 Systems			***SELL:***	$16.54	$66.16
	PATROL WS PATROL WS 1ST FLOOR			Select Duplex Color	**.TI** Titanium			
75	HCL	4	**HH871503** Duplex Receptacle Circuit 3 3-1 System Only			***SELL:***	$16.54	$66.16
	PATROL WS PATROL WS 1ST FLOOR			Select Duplex Color	**.TI** Titanium			
76	HCL	4	**HH871504** Duplex Receptacle Circuit 4 3-1 & 2-2 Systems			***SELL:***	$16.54	$66.16
	PATROL WS PATROL WS 1ST FLOOR			Select Duplex Color	**.TI** Titanium			
77	HCL	2	**HH879072** Base In-Feed Cable Base 3-1 & 2-2 Systems			***SELL:***	$85.51	$171.02
	PATROL WS BIF 1ST FLOOR							
78	HND	8	**HHN831124** Flat Bracket 24D			***SELL:***	$24.18	$193.44
	PATROL WS FB 1ST FLOOR			Select Color Option	**.S** Charcoal			
79	HND	8	**HLSLZ5SC72** 60"W External Stiffener			***SELL:***	$42.76	$342.08
	PATROL WS 60 1ST FLOOR			Select Color Option	**.P** Black			

ITEM	MFG	QTY	PRODUCT				UNIT	EXTENDED
80	HCL	2	**HPD2PNBRK2L**			*SELL:*	$41.99	$83.98
	PATROL WS		Bracket Left					
	L							
	1ST FLOOR		Select Paint Grade	**$(P1)**	P1 Paint Opts			
			Select Grade 1 Paint	**.P8T**	Titanium			
81	HCL	2	**HPD2PNBRK2R**			*SELL:*	$41.99	$83.98
	PATROL WS		Bracket Right					
	R							
	1ST FLOOR		Select Paint Grade	**$(P1)**	P1 Paint Opts			
			Select Grade 1 Paint	**.P8T**	Titanium			
82	HND	8	**HRVCLG24**			*SELL:*	$71.77	$574.16
	PATROL WS		Abound 29"H x 24"D Abound Universal Support Leg					
	SL							
	1ST FLOOR		Select Paint Color	**$(P1)**	P1 Paint Opts			
			Select Grade 1 Paint	**.P8T**	Titanium			
83	HCL	12	**HSCKTPS**			*SELL:*	$8.40	$100.80
	PATROL WS		Straight Connector Kit					
	IC							
	1ST FLOOR		Select Paint Color	**.X**	No Option			
84	HCL	2	**HVFB20R**			*SELL:*	$201.31	$402.62
	PATROL WS		Box/Box/File 28H x 19 7/8D x 15W					
	BBF							
	1ST FLOOR		Select Lock Option	**.L**	Lock			
			Select Paint Color	**$(P1)**	P1 Paint Opts			
			Select Grade 1 Paint	**.P8T**	Titanium			
85	HCL	6	**HVFB23R**			*SELL:*	$207.16	$1,242.96
	PATROL WS		Box/Box/File 28H x 22 7/8D x 15W					
	BBF							
	1ST FLOOR		Select Lock Option	**.L**	Lock			
			Select Paint Color	**$(P1)**	P1 Paint Opts			
			Select Grade 1 Paint	**.P8T**	Titanium			
86	HND	16	**HWR2472P**			*SELL:*	$196.98	$3,151.68
	PATROL WS		Systems Rectangular Worksurface Edgeband 24D x 72W					
	24/72							
	1ST FLOOR		Select Laminate	**$(L2STD)**	Grd L2 Standard Laminates			
			Select Grade 2 Laminate Finish	**.LFC1**	Fawn Cypress			
			Select Edgeband Color	**.FC**	Fawn Cypress			
			Select Grommet Color	**.TI**	Titanium			

ITEM	MFG	QTY	PRODUCT				UNIT	EXTENDED
87	HSF	1	**HF23C**			*SELL:*	$24.54	$24.54
PRINTER STORAGE			Lock Core Replacement Kit Brushed Chrome					
			Select Key Number	**.X225E**	225E			
88	HSF	1	**H919436**			*SELL:*	$281.80	$281.80
PRINTER STORAGE			36Wx18D Square Edge Laminate Top For Lateral File					
Top								
1ST FLOOR			Select Laminate	**$(L2STD)**	Grd L2 Standard Laminates			
			Select Grade 2 Laminate Finish	**.LFC1**	Fawn Cypress			
89	HSF	1	**HFSC183640A**			*SELL:*	$544.68	$544.68
PRINTER STORAGE			Flagship Stg Cab 39 1/8Hx36Wx18D A Pulls-2 Adj Shlf					
36/3								
1ST FLOOR			Lock/Omt Opts	**.L**	Standard Random Key Lock			
			Select Paint Color	**$(P1)**	P1 Paint Opts			
			Select Grade 1 Paint	**.P8T**	Titanium			
90	HCG	2	**H10502**			*SELL:*	$335.78	$671.56
PRIVATE OFFICES			10500 Series Floorstnd Full Ht Ped B/B/F 15-5/8W x 22-3/4D					
BBF								
1ST FLOOR			Select Laminate	**$(L2STD)**	Grd L2 Standard Laminates			
			Select Grade 2 Laminate Finish	**.LFC1**	Fawn Cypress			
91	HCG	2	**H10504**			*SELL:*	$335.78	$671.56
PRIVATE OFFICES			10500 Series Floorstnding Full Ht Ped F/F 15-5/8W x 22-3/4D					
FF								
1ST FLOOR			Select Laminate	**$(L2STD)**	Grd L2 Standard Laminates			
			Select Grade 2 Laminate Finish	**.LFC1**	Fawn Cypress			
92	HCG	2	**H10561X**			*SELL:*	$261.12	$522.24
PRIVATE OFFICES			10500 Series Return Shell 29-1/2H x 48W x 24D					
24/48								
1ST FLOOR			Select Top Laminate Color	**$(L2STD)**	Grd L2 Standard Laminates			
			Select Top Laminate Color	**.LFC1**	Fawn Cypress			
			Select Chassis Laminate Color	**LFC1**	Fawn Cypress			
93	HCG	2	**H10594**			*SELL:*	$403.08	$806.16
PRIVATE OFFICES			10500 Series Desk Shell 72W x 36D x 29-1/2H					
36/72								
1ST FLOOR			Select Top Laminate Color	**$(L2STD)**	Grd L2 Standard Laminates			
			Select Top Laminate Color	**.LFC1**	Fawn Cypress			
			Select Chassis Laminate Color	**LFC1**	Fawn Cypress			

ITEM	MFG	QTY	PRODUCT				UNIT	EXTENDED
94	HCG	1	**H115295R** Valido 18"W x 24"D x 67"H Wardrobe/Storage Cabinet			***SELL:***	$1,016.10	$1,016.10
PRIVATE OFFICES 18x24x66 1ST FLOOR			Select Edge Detail Select Pull Detail Select Laminate Select Top Laminate Color Select Chassis Laminate Color	**.A** **.C** **$(L2STD)** **.LFC1** **LFC1**	Ribbon Sweep Satin Nickel Grd L2 Standard Laminates Fawn Cypress Fawn Cypress			
95	HCG	1	**H115296L** Valido 18"W x 24"D x 67"H Wardrobe/Storage Cabinet			***SELL:***	$1,016.10	$1,016.10
PRIVATE OFFICES 18x24x66 1ST FLOOR			Select Edge Detail Select Pull Detail Select Laminate Select Top Laminate Color Select Chassis Laminate Color	**.A** **.C** **$(L2STD)** **.LFC1** **LFC1**	Ribbon Sweep Satin Nickel Grd L2 Standard Laminates Fawn Cypress Fawn Cypress			
96	HSF	3	**HF23S** Contain Satin Removable Lock Core Kit			***SELL:***	$23.83	$71.49
PRIVATE OFFICES 1ST FLOOR			Select Key Number	**.X116E**	116E			
97	HSF	3	**HF23S** Contain Satin Removable Lock Core Kit			***SELL:***	$23.83	$71.49
PRIVATE OFFICES 1ST FLOOR			Select Key Number	**.X117E**	117E			
98	HCG	2	**HSWEEPC2** Sweep Handle Kit Satin Nickel 2-Pack			***SELL:***	$23.83	$47.66
PRIVATE OFFICES PULL 1ST FLOOR								
99	HCG	2	**HSWEEPC3** Sweep Handle Kit Satin Nickel 3-Pack			***SELL:***	$30.84	$61.68
PRIVATE OFFICES PULL 1ST FLOOR								
100	HND	4	**HCTL241L** Left-hand Cantilever 24"D			***SELL:***	$17.05	$68.20
RECORDS WS CL 1ST FLOOR			Select Paint Color Select Grade 1 Paint	**$(P1)** **.P8T**	Select P1 Paint Titanium			

ITEM	MFG	QTY	PRODUCT					UNIT	EXTENDED
101	HND	3	**HCTL241R** Right-hand Cantilever 24"D				***SELL:***	$17.05	$51.15
RECORDS WS CR 1ST FLOOR				Select Paint Color Select Grade 1 Paint	**$(P1)** **.P8T**	Select P1 Paint Titanium			
102	HND	1	**HCTL242** 24D Cantilever One Pair				***SELL:***	$31.30	$31.30
RECORDS WS CB 1ST FLOOR				Select Paint Color Select Grade 1 Paint	**$(P1)** **.P8T**	P1 Paint Opts Titanium			
103	HCL	8	**HEC50PLN** 50H "L" Connector Post				***SELL:***	$48.36	$386.88
RECORDS WS CP-50-L 1ST FLOOR				Select Paint Grade Select Grade 1 Paint	**$(P1)** **.P8T**	P1 Paint Opts Titanium			
104	HCL	4	**HECS1** Single Connector Strap				***SELL:***	$6.11	$24.44
RECORDS WS CS 1ST FLOOR									
105	HCL	5	**HECSL** "L" Connector Strap				***SELL:***	$6.11	$30.55
RECORDS WS RECORDS WS 1ST FLOOR									
106	HCL	2	**HECVH07P** Variable Height Connector Kit 7.5H				***SELL:***	$20.61	$41.22
RECORDS WS 1ST FLOOR				Select Paint Color Select Grade 1 Paint	**$(P1)** **.P8T**	P1 Paint Opts Titanium			
107	HCL	3	**HECVH15P** Variable Height Connector Kit 15H				***SELL:***	$22.40	$67.20
RECORDS WS VH15 1ST FLOOR				Select Paint Color Select Grade 1 Paint	**$(P1)** **.P8T**	P1 Paint Opts Titanium			
108	HCL	1	**HEFEC35P** Panel Finished End Covers 35H				***SELL:***	$19.34	$19.34
RECORDS WS 35E 1ST FLOOR				Select Paint Color Select Grade 1 Paint	**$(P1)** **.P8T**	P1 Paint Opts Titanium			

ITEM	MFG	QTY	PRODUCT				UNIT	EXTENDED
109	HCL	2	**HEFEC42P** Panel Finished End Covers 42.5H			*SELL:*	$20.87	$41.74
RECORDS WS 50E 1ST FLOOR			Select Paint Color Select Grade 1 Paint	**$(P1)** **.P8T**	P1 Paint Opts Titanium			
110	HCL	3	**HEFEC50P** Panel Finished End Covers 50H			*SELL:*	$22.65	$67.95
RECORDS WS 50E 1ST FLOOR			Select Paint Color Select Grade 1 Paint	**$(P1)** **.P8T**	P1 Paint Opts Titanium			
111	HCL	3	**HETC24** Panel Top Cap 24"W			*SELL:*	$15.02	$45.06
RECORDS WS TC24 1ST FLOOR			Select Paint Color Select Grade 1 Paint	**$(P1)** **.P8T**	P1 Paint Opts Titanium			
112	HCL	1	**HETC30** Panel Top Cap 30"W			*SELL:*	$17.56	$17.56
RECORDS WS TC30 1ST FLOOR			Select Paint Color Select Grade 1 Paint	**$(P1)** **.P8T**	P1 Paint Opts Titanium			
113	HCL	10	**HETC36** Panel Top Cap 36"W			*SELL:*	$22.65	$226.50
RECORDS WS TC36 1ST FLOOR			Select Paint Color Select Grade 1 Paint	**$(P1)** **.P8T**	P1 Paint Opts Titanium			
114	HCL	3	**HETC42** Panel Top Cap 42"W			*SELL:*	$23.41	$70.23
RECORDS WS TC42 1ST FLOOR			Select Paint Color Select Grade 1 Paint	**$(P1)** **.P8T**	P1 Paint Opts Titanium			
115	HCL	6	**HETC48** Panel Top Cap 48"W			*SELL:*	$25.45	$152.70
RECORDS WS TC48 1ST FLOOR			Select Paint Color Select Grade 1 Paint	**$(P1)** **.P8T**	P1 Paint Opts Titanium			
116	HCL	1	**HETC60** Panel Top Cap 60"W			*SELL:*	$31.81	$31.81
RECORDS WS TC60 1ST FLOOR			Select Paint Color Select Grade 1 Paint	**$(P1)** **.P8T**	P1 Paint Opts Titanium			

ITEM	MFG	QTY	PRODUCT				UNIT	EXTENDED
117	HCL	1	**HETP3524FP** Tackable Panel w/o TC 35H x 24W			***SELL:***	$106.38	$106.38
RECORDS WS 24/35 1ST FLOOR			Fabric Selection Grd A Fab Select Landscape Fabric Color Select Paint Color Select Grade 1 Paint	**$(A)** **.LN** **30** **$(P1)** **.P8T**	Grd A Fabric Landscape Urban P1 Paint Opts Titanium			
118	HCL	2	**HETP3536FP** Tackable Panel w/o TC 35H x 36W			***SELL:***	$119.36	$238.72
RECORDS WS 36/35 1ST FLOOR			Fabric Selection Grd A Fab Select Landscape Fabric Color Select Paint Color Select Grade 1 Paint	**$(A)** **.LN** **30** **$(P1)** **.P8T**	Grd A Fabric Landscape Urban P1 Paint Opts Titanium			
119	HCL	3	**HETP3542FP** Tackable Panel w/o TC 35H x 42W			***SELL:***	$120.89	$362.67
RECORDS WS 42/35 1ST FLOOR			Fabric Selection Grd A Fab Select Landscape Fabric Color Select Paint Color Select Grade 1 Paint	**$(A)** **.LN** **30** **$(P1)** **.P8T**	Grd A Fabric Landscape Urban P1 Paint Opts Titanium			
120	HCL	1	**HETP3548FP** Tackable Panel w/o TC 35H x 48W			***SELL:***	$127.25	$127.25
RECORDS WS 48/35 1ST FLOOR			Fabric Selection Grd A Fab Select Landscape Fabric Color Select Paint Color Select Grade 1 Paint	**$(A)** **.LN** **30** **$(P1)** **.P8T**	Grd A Fabric Landscape Urban P1 Paint Opts Titanium			
121	HCL	2	**HETP4236FP** Tackable Panel w/o TC 42.5H x 36W			***SELL:***	$125.21	$250.42
RECORDS WS 36/50 1ST FLOOR			Fabric Selection Grd A Fab Select Landscape Fabric Color Select Paint Color Select Grade 1 Paint	**$(A)** **.LN** **30** **$(P1)** **.P8T**	Grd A Fabric Landscape Urban P1 Paint Opts Titanium			

ITEM	MFG	QTY	PRODUCT				UNIT	EXTENDED
122	HCL	2	**HETP5024FP** Tackable Panel w/o TC 50H x 24W			***SELL:***	$128.01	$256.02
RECORDS WS 24/50 1ST FLOOR			Fabric Selection Grd A Fab Select Landscape Fabric Color Select Paint Color Select Grade 1 Paint	**$(A)** **.LN** **30** **$(P1)** **.P8T**	Grd A Fabric Landscape Urban P1 Paint Opts Titanium			
123	HCL	1	**HETP5030FP** Tackable Panel w/o TC 50H x 30W			***SELL:***	$131.83	$131.83
RECORDS WS 30/50 1ST FLOOR			Fabric Selection Grd A Fab Select Landscape Fabric Color Select Paint Color Select Grade 1 Paint	**$(A)** **.LN** **30** **$(P1)** **.P8T**	Grd A Fabric Landscape Urban P1 Paint Opts Titanium			
124	HCL	6	**HETP5036FP** Tackable Panel w/o TC 50H x 36W			***SELL:***	$135.65	$813.90
RECORDS WS 36/50 1ST FLOOR			Fabric Selection Grd A Fab Select Landscape Fabric Color Select Paint Color Select Grade 1 Paint	**$(A)** **.LN** **30** **$(P1)** **.P8T**	Grd A Fabric Landscape Urban P1 Paint Opts Titanium			
125	HCL	5	**HETP5048FP** Tackable Panel w/o TC 50H x 48W			***SELL:***	$161.10	$805.50
RECORDS WS 48/50 1ST FLOOR			Fabric Selection Grd A Fab Select Landscape Fabric Color Select Paint Color Select Grade 1 Paint	**$(A)** **.LN** **30** **$(P1)** **.P8T**	Grd A Fabric Landscape Urban P1 Paint Opts Titanium			
126	HCL	1	**HETP5060FP** Tackable Panel w/o TC 50H x 60W			***SELL:***	$175.10	$175.10
RECORDS WS 60/50 1ST FLOOR			Fabric Selection Grd A Fab Select Landscape Fabric Color Select Paint Color Select Grade 1 Paint	**$(A)** **.LN** **30** **$(P1)** **.P8T**	Grd A Fabric Landscape Urban P1 Paint Opts Titanium			
127	HCL	2	**HEVHF15P** In-Line Variable Height Finishing Kit 15H			***SELL:***	$22.40	$44.80
RECORDS WS IVH15 1ST FLOOR			Select Paint Color Select Grade 1 Paint	**$(P1)** **.P8T**	P1 Paint Opts Titanium			

ITEM	MFG	QTY	PRODUCT			UNIT	EXTENDED
128	HCL	3	**HH871224** Electrical Power Harness 24W 3-1 & 2-2 Systems			***SELL:*** $76.60	$229.80
RECORDS WS 24PH 1ST FLOOR							
129	HCL	1	**HH871230** Electrical Power Harness 30W 3-1 & 2-2 Systems			***SELL:*** $76.60	$76.60
RECORDS WS 30PH 1ST FLOOR							
130	HCL	3	**HH871242** Electrical Power Harness 42W 3-1 & 2-2 Systems			***SELL:*** $80.68	$242.04
RECORDS WS 42PH 1ST FLOOR							
131	HCL	4	**HH871248** Electrical Power Harness 48W 3-1 & 2-2 Systems			***SELL:*** $80.68	$322.72
RECORDS WS 48PH 1ST FLOOR							
132	HCL	1	**HH871260** Electrical Power Harness 60W 3-1 & 2-2 Systems			***SELL:*** $80.68	$80.68
RECORDS WS 60PH 1ST FLOOR							
133	HCL	4	**HH871501** Duplex Receptacle Circuit 1 3-1 & 2-2 Systems			***SELL:*** $16.54	$66.16
RECORDS WS RECORDS WS 1ST FLOOR				Select Duplex Color	**.TI** Titanium		
134	HCL	4	**HH871502** Duplex Receptacle Circuit 2 3-1 & 2-2 Systems			***SELL:*** $16.54	$66.16
RECORDS WS RECORDS WS 1ST FLOOR				Select Duplex Color	**.TI** Titanium		
135	HCL	4	**HH871503** Duplex Receptacle Circuit 3 3-1 System Only			***SELL:*** $16.54	$66.16
RECORDS WS RECORDS WS 1ST FLOOR				Select Duplex Color	**.TI** Titanium		
136	HCL	2	**HH871504** Duplex Receptacle Circuit 4 3-1 & 2-2 Systems			***SELL:*** $16.54	$33.08
RECORDS WS RECORDS WS 1ST FLOOR				Select Duplex Color	**.TI** Titanium		

ITEM	MFG	QTY	PRODUCT					UNIT	EXTENDED
137	HCL	3	**HH879072**				***SELL:***	$85.51	$256.53
RECORDS WS			Base In-Feed Cable Base 3-1 & 2-2 Systems						
BIF									
1ST FLOOR									
138	HND	1	**HHN831124**				***SELL:***	$24.18	$24.18
RECORDS WS			Flat Bracket 24D						
FB									
1ST FLOOR			Select Color Option	**.S**	Charcoal				
139	HND	1	**HLSLZ5SC60**				***SELL:***	$37.92	$37.92
RECORDS WS			48"W External Stiffener						
48									
1ST FLOOR			Select Color Option	**.P**	Black				
140	HND	1	**HLSLZ5SC72**				***SELL:***	$42.76	$42.76
RECORDS WS			60"W External Stiffener						
60									
1ST FLOOR			Select Color Option	**.P**	Black				
141	HCL	1	**HPD2PNBRK2L**				***SELL:***	$41.99	$41.99
RECORDS WS			Bracket Left						
L									
1ST FLOOR			Select Paint Grade	**$(P1)**	P1 Paint Opts				
			Select Grade 1 Paint	**.P8T**	Titanium				
142	HCL	1	**HPD2PNBRK2R**				***SELL:***	$41.99	$41.99
RECORDS WS			Bracket Right						
L									
1ST FLOOR			Select Paint Grade	**$(P1)**	P1 Paint Opts				
			Select Grade 1 Paint	**.P8T**	Titanium				
143	HCL	5	**HRVCLG24**				***SELL:***	$71.77	$358.85
RECORDS WS			Abound 29"H x 24"D Abound Universal Support Leg						
SL									
1ST FLOOR			Select Paint Color	**$(P1)**	P1 Paint Opts				
			Select Grade 1 Paint	**.P8T**	Titanium				
144	HCL	13	**HSCKTPS**				***SELL:***	$8.40	$109.20
RECORDS WS			Straight Connector Kit						
IC									
1ST FLOOR			Select Paint Color	**.X**	No Option				

ITEM	MFG	QTY	PRODUCT				UNIT	EXTENDED
145	HCL	4	**HVFB23R** Box/Box/File 28H x 22 7/8D x 15W			***SELL:***	$207.16	$828.64
RECORDS WS BBF 1ST FLOOR			Select Lock Option Select Paint Color Select Grade 1 Paint	**.L** **$(P1)** **.P8T**	Lock P1 Paint Opts Titanium			
146	HND	2	**HWR2436P** Systems Rectangular Worksurface Edgeband 24D x 36W			***SELL:***	$130.30	$260.60
RECORDS WS 24/36 1ST FLOOR			Select Laminate Select Grade 2 Laminate Finish Select Edgeband Color Select Grommet Color	**$(L2STD)** **.LFC1** **.FC** **.TI**	Grd L2 Standard Laminates Fawn Cypress Fawn Cypress Titanium			
147	HND	2	**HWR2442P** Systems Rectangular Worksurface Edgeband 24D x 42W			***SELL:***	$142.77	$285.54
RECORDS WS 24/42 1ST FLOOR			Select Laminate Select Grade 2 Laminate Finish Select Edgeband Color Select Grommet Color	**$(L2STD)** **.LFC1** **.FC** **.TI**	Grd L2 Standard Laminates Fawn Cypress Fawn Cypress Titanium			
148	HND	7	**HWR2448P** Systems Rectangular Worksurface Edgeband 24D x 48W			***SELL:***	$151.43	$1,060.01
RECORDS WS 24/48 1ST FLOOR			Select Laminate Select Grade 2 Laminate Finish Select Edgeband Color Select Grommet Color	**$(L2STD)** **.LFC1** **.FC** **.TI**	Grd L2 Standard Laminates Fawn Cypress Fawn Cypress Titanium			
149	HND	1	**HWR2460P** Systems Rectangular Worksurface Edgeband 24D x 60W			***SELL:***	$178.91	$178.91
RECORDS WS 24/60 1ST FLOOR			Select Laminate Select Grade 2 Laminate Finish Select Edgeband Color Select Grommet Color	**$(L2STD)** **.LFC1** **.FC** **.TI**	Grd L2 Standard Laminates Fawn Cypress Fawn Cypress Titanium			
150	HND	1	**HWR2472P** Systems Rectangular Worksurface Edgeband 24D x 72W			***SELL:***	$196.98	$196.98
RECORDS WS 24/72 1ST FLOOR			Select Laminate Select Grade 2 Laminate Finish Select Edgeband Color Select Grommet Color	**$(L2STD)** **.LFC1** **.FC** **.TI**	Grd L2 Standard Laminates Fawn Cypress Fawn Cypress Titanium			

ITEM	MFG	QTY	PRODUCT				UNIT	EXTENDED
151	HND	3	**HWSB2** Worksurface Bracket Kit			***SELL:***	$17.56	$52.68
RECORDS WS WBK 1ST FLOOR			Select Paint Color Select Grade 1 Paint	**$(P1)** **.P8T**	P1 Paint Opts Titanium			
152	OMF	1	**AF508** Simple Chair, High Back			***SELL:***	$339.97	$339.97
TASK SEATING ARMLESS 1ST FLOOR			Back Mesh Option Affirm Mesh Back Selection LX Back Option Seat Fabric Selection Grade 1 Fabric Choices Basic Fabric Colors Seat Size Selection Arm Selection Cylinder Selection Base Option Caster Option Memory Foam Selection Coat Rack	**MUB** **NB** **~** **GR1** **BAS** **1020** **AFL** **N** **5BTY** **27BM** **65MS** **~** **~**	Mesh Back Night Fall Black (Standard) No Selection Grade 1/COM - Basic, Celestial and Spice Basic Black AFL : Larger Seat Size formerly (STD) SEATAF-L Without Arms 5BTY : 5" Black Cylinder (121mm stroke) - (STD) fo 27BM : Black Nylon (STD) formerly B27 65MS : 65mm Dual Color Soft Casters (STD) forme No Selection (STD) No Selection (STD)			
153	OMF	26	**AF508** Simple Chair, High Back			***SELL:***	$398.52	$10,361.52
TASK SEATING WITH ARMS 1ST FLOOR			Back Mesh Option Affirm Mesh Back Selection LX Back Option Seat Fabric Selection Grade 1 Fabric Choices Basic Fabric Colors Seat Size Selection Arm Selection Cylinder Selection Base Option Caster Option Memory Foam Selection Coat Rack	**MUB** **NB** **~** **GR1** **BAS** **1020** **AFL** **KR200** **5BTY** **27BM** **65MS** **~** **~**	Mesh Back Night Fall Black (Standard) No Selection Grade 1/COM - Basic, Celestial and Spice Basic Black AFL : Larger Seat Size formerly (STD) SEATAF-L KR200 : Height & Width Adjustable T-arms (GROU 5BTY : 5" Black Cylinder (121mm stroke) - (STD) fo 27BM : Black Nylon (STD) formerly B27 65MS : 65mm Dual Color Soft Casters (STD) forme No Selection (STD) No Selection (STD)			
154	HAS	68	**S7H-44-0H** Maari Sled Base, Poly Seat, Poly Back, No Arm, Plastic Glide			***SELL:***	$193.61	$13,165.48
TRAINING			Seat 1 Color Frame Color	**?** **,KR-V**	------ UNSELECTED ------ Chrome GRD D			
155	HSV	4	**SCT-1** Very Seating,Cart,For High Density Chairs			***SELL:***	$312.02	$1,248.08
TRAINING								

ITEM	MFG	QTY	PRODUCT				UNIT	EXTENDED
156	HTL	1	**HTLLECTA** Preside Laminate Lectern			***SELL:***	$736.61	$736.61
	TRAINING							
	HTLLECTA							
	1ST FLOOR		Select Laminate Finish Select Grade 2 Laminate Finish Select Pull	**$(L2STD)** **.LFC1** **.J**	Grd L2 Standard Laminates Fawn Cypress Loop Satin Nickel			
157	CHG	1	**FREIGHT** SPEC FREIGHT			***SELL:***	$242.64	$242.64
	Y-FREIGHT							
	1ST FLOOR		QUOTE	-	REF QT# Q171341			
158	CHG	1	**SURCHARGE** TARIFF SURCHARGE, JC WHITE RESERVES THE RIGHT TO ADJUST THIS CHARGE BASED ON MARKET CONDITIONS			***SELL:***	$0.00	$0.00
	Y-SURCHARGE							
	1ST FLOOR							
159	CHG	1	**LABOR** LABOR TO DELIVER AND INSTALL DURING NORMAL BUSINESS HOURS, MONDAY-FRIDAY, 9-5			***SELL:***	$13,200.00	$13,200.00
	Z-LABOR							
	1ST FLOOR							
						TOTAL:		**$98,725.22**

MIRAMAR:
3501 Commerce Parkway
Miramar, FL 33025
954.499.6677

WEST PALM BEACH:
2403 S. Dixie Highway
West Palm Beach, FL 33401
561.848.4982

SALES PERSON:
LEYLA LACEY

VILLAGE OF PALM SPRINGS PD_2 FL_QUOTE 6.20.2025

ITEM	MFG	QTY	PRODUCT				UNIT	EXTENDED
1		1	**ACCOUNT MANAGER CONTACT INFORMATION** Leyla Lacey (561)358-0098 leyla.lacey@jcwhite.com			*SELL:*	$0.00	$0.00
2		1	**STATE OF FLORIDA CONTRACT 561-20000-24-NY-ACS**			*SELL:*	$0.00	$0.00
3	HCG 2 WS	1	**HF23S** Contain Satin Removable Lock Core Kit	Select Key Number	**.X202E** 202E	*SELL:*	$23.83	$23.83
4	HCG 2 WS	1	**HF23S** Contain Satin Removable Lock Core Kit	Select Key Number	**.X201E** 201E	*SELL:*	$23.83	$23.83
5	HND 2 WS CL 2ND FLOOR	2	**HCTL241L** Left-hand Cantilever 24"D	Select Paint Color Select Grade 1 Paint	**$(P1)** Select P1 Paint **.P8T** Titanium	*SELL:*	$17.05	$34.10
6	HND 2 WS CR 2ND FLOOR	2	**HCTL241R** Right-hand Cantilever 24"D	Select Paint Color Select Grade 1 Paint	**$(P1)** Select P1 Paint **.P8T** Titanium	*SELL:*	$17.05	$34.10

ITEM	MFG	QTY	PRODUCT					UNIT	EXTENDED
7	HCL 2 WS CP-50-L 2ND FLOOR	4	**HEC50PLN** 50H "L" Connector Post	Select Paint Grade Select Grade 1 Paint	**$(P1)** **.P8T**	P1 Paint Opts Titanium	***SELL:***	$48.36	$193.44
8	HCL 2 WS CP-50-T 2ND FLOOR	1	**HEC50PTN** 50H "T" Connector Post	Select Paint Grade Select Grade 1 Paint	**$(P1)** **.P8T**	P1 Paint Opts Titanium	***SELL:***	$46.06	$46.06
9	HCL 2 WS 2 WS 2ND FLOOR	4	**HECSL** "L" Connector Strap				***SELL:***	$6.11	$24.44
10	HCL 2 WS 2 WS 2ND FLOOR	1	**HECST** "T" Connector Strap				***SELL:***	$8.91	$8.91
11	HCL 2 WS 50E 2ND FLOOR	3	**HEFEC50P** Panel Finished End Covers 50H	Select Paint Color Select Grade 1 Paint	**$(P1)** **.P8T**	P1 Paint Opts Titanium	***SELL:***	$22.65	$67.95
12	HCL 2 WS TC36 2ND FLOOR	7	**HETC36** Panel Top Cap 36"W	Select Paint Color Select Grade 1 Paint	**$(P1)** **.P8T**	P1 Paint Opts Titanium	***SELL:***	$22.65	$158.55
13	HCL 2 WS TC48 2ND FLOOR	4	**HETC48** Panel Top Cap 48"W	Select Paint Color Select Grade 1 Paint	**$(P1)** **.P8T**	P1 Paint Opts Titanium	***SELL:***	$25.45	$101.80
14	HCL 2 WS 36/50 2ND FLOOR	7	**HETP5036FP** Tackable Panel w/o TC 50H x 36W	Fabric Selection Grd A Fab Select Landscape Fabric Color Select Paint Color Select Grade 1 Paint	**$(A)** **.LN** **30** **$(P1)** **.P8T**	Grd A Fabric Landscape Urban P1 Paint Opts Titanium	***SELL:***	$135.65	$949.55

ITEM	MFG	QTY	PRODUCT				UNIT	EXTENDED
15	HCL	4	**HETP5048FP**			***SELL:***	$161.10	$644.40
	2 WS		Tackable Panel w/o TC 50H x 48W					
	48/50							
	2ND FLOOR		Fabric Selection	**$(A)**	Grd A Fabric			
			Grd A Fab	**.LN**	Landscape			
			Select Landscape Fabric Color	**30**	Urban			
			Select Paint Color	**$(P1)**	P1 Paint Opts			
			Select Grade 1 Paint	**.P8T**	Titanium			
16	HCL	4	**HH871236**			***SELL:***	$76.60	$306.40
	2 WS		Electrical Power Harness 36W 3-1 & 2-2 Systems					
	36PH							
	2ND FLOOR							
17	HCL	1	**HH871501**			***SELL:***	$16.54	$16.54
	2 WS		Duplex Receptacle Circuit 1 3-1 & 2-2 Systems					
	2 WS							
	2ND FLOOR		Select Duplex Color	**.TI**	Titanium			
18	HCL	1	**HH871502**			***SELL:***	$16.54	$16.54
	2 WS		Duplex Receptacle Circuit 2 3-1 & 2-2 Systems					
	2 WS							
	2ND FLOOR		Select Duplex Color	**.TI**	Titanium			
19	HCL	1	**HH871503**			***SELL:***	$16.54	$16.54
	2 WS		Duplex Receptacle Circuit 3 3-1 System Only					
	2 WS							
	2ND FLOOR		Select Duplex Color	**.TI**	Titanium			
20	HCL	1	**HH871504**			***SELL:***	$16.54	$16.54
	2 WS		Duplex Receptacle Circuit 4 3-1 & 2-2 Systems					
	2 WS							
	2ND FLOOR		Select Duplex Color	**.TI**	Titanium			
21	HCL	1	**HH879072**			***SELL:***	$85.51	$85.51
	2 WS		Base In-Feed Cable Base 3-1 & 2-2 Systems					
	BIF							
	2ND FLOOR							
22	HND	2	**HHN831124**			***SELL:***	$24.18	$48.36
	2 WS		Flat Bracket 24D					
	FB							
	2ND FLOOR		Select Color Option	**.S**	Charcoal			

ITEM	MFG	QTY	PRODUCT				UNIT	EXTENDED
23	HND 2 WS 60 2ND FLOOR	2	**HLSLZ5SC72** 60"W External Stiffener Select Color Option	**.P**	Black	***SELL:***	$42.76	$85.52
24	HND 2 WS SL 2ND FLOOR	2	**HRVCLG24** Abound 29"H x 24"D Abound Universal Support Leg Select Paint Color Select Grade 1 Paint	**$(P1)** **.P8T**	P1 Paint Opts Titanium	***SELL:***	$71.77	$143.54
25	HCL 2 WS IC 2ND FLOOR	4	**HSCKTPS** Straight Connector Kit Select Paint Color	**.X**	No Option	***SELL:***	$8.40	$33.60
26	HCL 2 WS BBF 2ND FLOOR	2	**HVFB23R** Box/Box/File 28H x 22 7/8D x 15W Select Lock Option Select Paint Color Select Grade 1 Paint	**.L** **$(P1)** **.P8T**	Lock P1 Paint Opts Titanium	***SELL:***	$207.16	$414.32
27	HND 2 WS 24/72 2ND FLOOR	4	**HWR2472P** Systems Rectangular Worksurface Edgeband 24D x 72W Select Laminate Select Grade 2 Laminate Finish Select Edgeband Color Select Grommet Color	**$(L2STD)** **.LFC1** **.FC** **.TI**	Grd L2 Standard Laminates Fawn Cypress Fawn Cypress Titanium	***SELL:***	$196.98	$787.92
28	HCG ADMIN	3	**HF23S** Contain Satin Removable Lock Core Kit Select Key Number	**.X203E**	203E	***SELL:***	$23.83	$71.49
29	HSN ADMIN HASLB3 2ND FLOOR	1	**HASLB3** Astir Three Seat Lounge: Low Back Select Arm Option Lounge Fabric Options Grade 1 Fab Contourett Select Foot Option Select Foot Color	**.B** **$(1)** **.UR** **92** **.PM** **P8V**	Both Arms Grade 1 Uph Contourett Marine Post Metal Textured Titanium	***SELL:***	$1,950.94	$1,950.94

ITEM	MFG	QTY	PRODUCT				UNIT	EXTENDED
30	HND	1	**HBCSR1572P**			***SELL:***	$152.19	$152.19
	ADMIN		Systems Raised Straight Countertops 72Wx15D Edgeband					
	15/72							
	2ND FLOOR		Select Laminate	**$(L2STD)**	Grd L2 Standard Laminates			
			Select Grade 2 Laminate Finish	**.LFC1**	Fawn Cypress			
			Select Edgeband Color	**.FC**	Fawn Cypress			
31	HND	2	**HCTL241L**			***SELL:***	$17.05	$34.10
	ADMIN		Left-hand Cantilever 24"D					
	CL							
	2ND FLOOR		Select Paint Color	**$(P1)**	Select P1 Paint			
			Select Grade 1 Paint	**.P8T**	Titanium			
32	HND	2	**HCTL241R**			***SELL:***	$17.05	$34.10
	ADMIN		Right-hand Cantilever 24"D					
	CR							
	2ND FLOOR		Select Paint Color	**$(P1)**	Select P1 Paint			
			Select Grade 1 Paint	**.P8T**	Titanium			
33	HCL	4	**HEC50PLN**			***SELL:***	$48.36	$193.44
	ADMIN		50H "L" Connector Post					
	CP-50-L							
	2ND FLOOR		Select Paint Grade	**$(P1)**	P1 Paint Opts			
			Select Grade 1 Paint	**.P8T**	Titanium			
34	HCL	1	**HEC50PTN**			***SELL:***	$46.06	$46.06
	ADMIN		50H "T" Connector Post					
	CP-50-T							
	2ND FLOOR		Select Paint Grade	**$(P1)**	P1 Paint Opts			
			Select Grade 1 Paint	**.P8T**	Titanium			
35	HCL	2	**HECB42**			***SELL:***	$20.61	$41.22
	ADMIN		Counter Top Bracket for 42.5H Panels					
	ADMIN							
	2ND FLOOR		Select Paint Color	**$(P1)**	P1 Paint Opts			
			Select Grade 1 Paint	**.P8T**	Titanium			
36	HCL	2	**HECS1**			***SELL:***	$6.11	$12.22
	ADMIN		Single Connector Strap					
	CS							
	2ND FLOOR							
37	HCL	4	**HECSL**			***SELL:***	$6.11	$24.44
	ADMIN		"L" Connector Strap					
	ADMIN							
	2ND FLOOR							

ITEM	MFG	QTY	PRODUCT				UNIT	EXTENDED
38	HCL ADMIN ADMIN 2ND FLOOR	1	**HECSS** Extended Straight Connector Strap "S"			***SELL:***	$8.91	$8.91
39	HCL ADMIN VH07 2ND FLOOR	2	**HECVH07P** Variable Height Connector Kit 7.5H Select Paint Color Select Grade 1 Paint	**$(P1)** **.P8T**	P1 Paint Opts Titanium	***SELL:***	$20.61	$41.22
40	HCL ADMIN VH15 2ND FLOOR	1	**HECVH15P** Variable Height Connector Kit 15H Select Paint Color Select Grade 1 Paint	**$(P1)** **.P8T**	P1 Paint Opts Titanium	***SELL:***	$22.40	$22.40
41	HCL ADMIN 35E 2ND FLOOR	1	**HEFEC35P** Panel Finished End Covers 35H Select Paint Color Select Grade 1 Paint	**$(P1)** **.P8T**	P1 Paint Opts Titanium	***SELL:***	$19.34	$19.34
42	HCL ADMIN 50E 2ND FLOOR	2	**HEFEC50P** Panel Finished End Covers 50H Select Paint Color Select Grade 1 Paint	**$(P1)** **.P8T**	P1 Paint Opts Titanium	***SELL:***	$22.65	$45.30
43	HCL ADMIN TC24 2ND FLOOR	3	**HETC24** Panel Top Cap 24"W Select Paint Color Select Grade 1 Paint	**$(P1)** **.P8T**	P1 Paint Opts Titanium	***SELL:***	$15.02	$45.06
44	HCL ADMIN TC30 2ND FLOOR	6	**HETC30** Panel Top Cap 30"W Select Paint Color Select Grade 1 Paint	**$(P1)** **.P8T**	P1 Paint Opts Titanium	***SELL:***	$17.56	$105.36
45	HCL ADMIN TC36 2ND FLOOR	6	**HETC36** Panel Top Cap 36"W Select Paint Color Select Grade 1 Paint	**$(P1)** **.P8T**	P1 Paint Opts Titanium	***SELL:***	$22.65	$135.90

ITEM	MFG	QTY	PRODUCT				UNIT	EXTENDED
46	HCL ADMIN 24/35 2ND FLOOR	1	**HETP3524FP** Tackable Panel w/o TC 35H x 24W Fabric Selection Grd A Fab Select Landscape Fabric Color Select Paint Color Select Grade 1 Paint	**$(A)** **.LN** **30** **$(P1)** **.P8T**	Grd A Fabric Landscape Urban P1 Paint Opts Titanium	***SELL:***	$106.38	$106.38
47	HCL ADMIN 36/42 2ND FLOOR	2	**HETP4236FP** Tackable Panel w/o TC 42.5H x 36W Fabric Selection Grd A Fab Select Landscape Fabric Color Select Paint Color Select Grade 1 Paint	**$(A)** **.LN** **30** **$(P1)** **.P8T**	Grd A Fabric Landscape Urban P1 Paint Opts Titanium	***SELL:***	$125.21	$250.42
48	HCL ADMIN 24/50 2ND FLOOR	2	**HETP5024FP** Tackable Panel w/o TC 50H x 24W Fabric Selection Grd A Fab Select Landscape Fabric Color Select Paint Color Select Grade 1 Paint	**$(A)** **.LN** **30** **$(P1)** **.P8T**	Grd A Fabric Landscape Urban P1 Paint Opts Titanium	***SELL:***	$128.01	$256.02
49	HCL ADMIN 30/50 2ND FLOOR	6	**HETP5030FP** Tackable Panel w/o TC 50H x 30W Fabric Selection Grd A Fab Select Landscape Fabric Color Select Paint Color Select Grade 1 Paint	**$(A)** **.LN** **30** **$(P1)** **.P8T**	Grd A Fabric Landscape Urban P1 Paint Opts Titanium	***SELL:***	$131.83	$790.98
50	HCL ADMIN 36/50 2ND FLOOR	4	**HETP5036FP** Tackable Panel w/o TC 50H x 36W Fabric Selection Grd A Fab Select Landscape Fabric Color Select Paint Color Select Grade 1 Paint	**$(A)** **.LN** **30** **$(P1)** **.P8T**	Grd A Fabric Landscape Urban P1 Paint Opts Titanium	***SELL:***	$135.65	$542.60
51	HCL ADMIN 24PH 2ND FLOOR	2	**HH871224** Electrical Power Harness 24W 3-1 & 2-2 Systems			***SELL:***	$76.60	$153.20

ITEM	MFG	QTY	PRODUCT			UNIT	EXTENDED
52	HCL ADMIN 30PH 2ND FLOOR	4	**HH871230** Electrical Power Harness 30W 3-1 & 2-2 Systems			***SELL:*** $76.60	$306.40
53	HCL ADMIN ADMIN 2ND FLOOR	1	**HH871501** Duplex Receptacle Circuit 1 3-1 & 2-2 Systems Select Duplex Color	**.TI**	Titanium	***SELL:*** $16.54	$16.54
54	HCL ADMIN ADMIN 2ND FLOOR	1	**HH871502** Duplex Receptacle Circuit 2 3-1 & 2-2 Systems Select Duplex Color	**.TI**	Titanium	***SELL:*** $16.54	$16.54
55	HCL ADMIN ADMIN 2ND FLOOR	1	**HH871503** Duplex Receptacle Circuit 3 3-1 System Only Select Duplex Color	**.TI**	Titanium	***SELL:*** $16.54	$16.54
56	HCL ADMIN ADMIN 2ND FLOOR	1	**HH871504** Duplex Receptacle Circuit 4 3-1 & 2-2 Systems Select Duplex Color	**.TI**	Titanium	***SELL:*** $16.54	$16.54
57	HCL ADMIN BIF 2ND FLOOR	1	**HH879072** Base In-Feed Cable Base 3-1 & 2-2 Systems			***SELL:*** $85.51	$85.51
58	HND ADMIN 60 2ND FLOOR	2	**HLSLZ5SC72** 60"W External Stiffener Select Color Option	**.P**	Black	***SELL:*** $42.76	$85.52
59	HND ADMIN SL 2ND FLOOR	1	**HRVCLG24** Abound 29"H x 24"D Abound Universal Support Leg Select Paint Color Select Grade 1 Paint	**$(P1)** **.P8T**	P1 Paint Opts Titanium	***SELL:*** $71.77	$71.77

ITEM	MFG	QTY	PRODUCT				UNIT	EXTENDED
60	HCL ADMIN IC 2ND FLOOR	8	**HSCKTPS** Straight Connector Kit			***SELL:***	$8.40	$67.20
			Select Paint Color	**.X**	No Option			
61	HTL ADMIN 1660LML 2ND FLOOR	1	**HTLSCULREC1660LML** Sculpt 16.5"x60" Rect Tbl -Low Mtl Legs Lam Top			***SELL:***	$365.68	$365.68
			Grommet Selection	**.N**	No Cutout			
			Laminate Selection	**$(L2STD)**	Grd L2 Standard Laminates			
			Select Grade 2 Laminate Finish	**.LFC1**	Fawn Cypress			
			Select Paint	**$(P1)**	P1 Paint Opts			
			Select Grade 1 Paint	**.P8T**	Titanium			
			Caster Selection	**.G**	Glide			
62	HCL ADMIN BBF 2ND FLOOR	1	**HVFB23R** Box/Box/File 28H x 22 7/8D x 15W			***SELL:***	$207.16	$207.16
			Select Lock Option	**.L**	Lock			
			Select Paint Color	**$(P1)**	P1 Paint Opts			
			Select Grade 1 Paint	**.P8T**	Titanium			
63	HCL ADMIN FF 2ND FLOOR	2	**HVFF23R** File/File 28H x 22 7/8D x15W			***SELL:***	$205.13	$410.26
			Select Lock Option	**.L**	Lock			
			Select Paint Color	**$(P1)**	P1 Paint Opts			
			Select Grade 1 Paint	**.P8T**	Titanium			
64	HND ADMIN 24/60 2ND FLOOR	2	**HWR2460P** Systems Rectangular Worksurface Edgeband 24D x 60W			***SELL:***	$178.91	$357.82
			Select Laminate	**$(L2STD)**	Grd L2 Standard Laminates			
			Select Grade 2 Laminate Finish	**.LFC1**	Fawn Cypress			
			Select Edgeband Color	**.FC**	Fawn Cypress			
			Select Grommet Color	**.TI**	Titanium			
65	HND ADMIN 24/72 2ND FLOOR	2	**HWR2472P** Systems Rectangular Worksurface Edgeband 24D x 72W			***SELL:***	$196.98	$393.96
			Select Laminate	**$(L2STD)**	Grd L2 Standard Laminates			
			Select Grade 2 Laminate Finish	**.LFC1**	Fawn Cypress			
			Select Edgeband Color	**.FC**	Fawn Cypress			
			Select Grommet Color	**.TI**	Titanium			
66	HND ADMIN WBK 2ND FLOOR	4	**HWSB2** Worksurface Bracket Kit			***SELL:***	$17.56	$70.24
			Select Paint Color	**$(P1)**	P1 Paint Opts			
			Select Grade 1 Paint	**.P8T**	Titanium			

ITEM	MFG	QTY	PRODUCT				UNIT	EXTENDED
67	HSF	6	**HF23S** Contain Satin Removable Lock Core Kit			***SELL:***	$23.83	$142.98
ASSIST CHIEF			Select Key Number	**.X204E**	204E			
68	HSF	1	**HF23S** Contain Satin Removable Lock Core Kit			***SELL:***	$23.83	$23.83
ASSIST CHIEF			Select Key Number	**.X207E**	207E			
69	HSF	1	**HF23S** Contain Satin Removable Lock Core Kit			***SELL:***	$23.83	$23.83
ASSIST CHIEF			Select Key Number	**.X206E**	206E			
70	HCG	2	**HF27S** Satin Removable Lock Core Kit			***SELL:***	$17.53	$35.06
ASSIST CHIEF			Select Key Number	**.X204E**	204E			
71	HCL	2	**HHN831124** Flat Bracket 24D			***SELL:***	$24.18	$48.36
ASSIST CHIEF			Select Color Option	**.S**	Charcoal			
72	HCG	1	**H10502** 10500 Series Floorstnd Full Ht Ped B/B/F 15-5/8W x 22-3/4D			***SELL:***	$335.78	$335.78
ASSIST CHIEF BBF 2ND FLOOR			Select Laminate Select Grade 2 Laminate Finish	**$(L2STD)** **.LFC1**	Grd L2 Standard Laminates Fawn Cypress			
73	HCG	1	**H10504** 10500 Series Floorstnding Full Ht Ped F/F 15-5/8W x 22-3/4D			***SELL:***	$335.78	$335.78
ASSIST CHIEF FF 2ND FLOOR			Select Laminate Select Grade 2 Laminate Finish	**$(L2STD)** **.LFC1**	Grd L2 Standard Laminates Fawn Cypress			
74	HCG	1	**H10541** 10500 Series Cred Shell 72W x 24D x 29-1/2H			***SELL:***	$346.64	$346.64
ASSIST CHIEF 24/72 2ND FLOOR			Select Top Laminate Color Select Top Laminate Color Select Chassis Laminate Color	**$(L2STD)** **.LFC1** **LFC1**	Grd L2 Standard Laminates Fawn Cypress Fawn Cypress			

ITEM	MFG	QTY	PRODUCT				UNIT	EXTENDED
75	HCG	2	**H10563**			***SELL:***	$481.94	$963.88
ASSIST CHIEF			10500 Series Lat File 2-Drawer 36W x 20D x					
20x36x29								
2ND FLOOR			Select Top Laminate Color	**$(L2STD)**	Grd L2 Standard Laminates			
			Select Top Laminate Color	**.LFC1**	Fawn Cypress			
			Select Chassis Laminate Color	**LFC1**	Fawn Cypress			
76	HCG	1	**H10594**			***SELL:***	$403.08	$403.08
ASSIST CHIEF			10500 Series Desk Shell 72W x 36D x 29-1/2H					
36/72								
2ND FLOOR			Select Top Laminate Color	**$(L2STD)**	Grd L2 Standard Laminates			
			Select Top Laminate Color	**.LFC1**	Fawn Cypress			
			Select Chassis Laminate Color	**LFC1**	Fawn Cypress			
77	HCG	1	**H105290**			***SELL:***	$461.96	$461.96
ASSIST CHIEF			10500 Series 36Wx24Dx29-1/2H Storage Cabinet with Doors					
24x36x29								
2ND FLOOR			Select Top Laminate Color	**$(L2STD)**	Grd L2 Standard Laminates			
			Select Top Laminate Color	**.LFC1**	Fawn Cypress			
			Select Chassis Laminate Color	**LFC1**	Fawn Cypress			
78	HCG	2	**H105383K**			***SELL:***	$460.21	$920.42
ASSIST CHIEF			10500 Series48"x18 1/2" Wall Mount Storage 3-Dr Locking					
14x48x18								
2ND FLOOR			Select Top Laminate Color	**$(L2STD)**	Grd L2 Standard Laminates			
			Select Top Laminate Color	**.LFC1**	Fawn Cypress			
			Select Chassis Laminate Color	**LFC1**	Fawn Cypress			
79	HCG	1	**H105R2442**			***SELL:***	$120.92	$120.92
ASSIST CHIEF			42Wx24D Rectangle Worksurface					
24/42								
2ND FLOOR			Select Top Laminate Color	**$(L2STD)**	Grd L2 Standard Laminates			
			Select Top Laminate Color	**.LFC1**	Fawn Cypress			
			Select Edge Color	**FC**	Fawn Cypress			
80	HCG	1	**H115295R**			***SELL:***	$1,016.10	$1,016.10
ASSIST CHIEF			Valido 18"W x 24"D x 67"H Wardrobe/Storage Cabinet					
18x24x66								
2ND FLOOR			Select Edge Detail	**.A**	Ribbon			
			Select Pull Detail	**.C**	Sweep Satin Nickel			
			Select Laminate	**$(L2STD)**	Grd L2 Standard Laminates			
			Select Top Laminate Color	**.LFC1**	Fawn Cypress			
			Select Chassis Laminate Color	**LFC1**	Fawn Cypress			
81	HVO	1	**HLED31A**			***SELL:***	$307.04	$307.04
ASSIST CHIEF			31" LED Light W/PwrSupplyForDaisyChain(STARTER)					
HLED31A								
2ND FLOOR								

ITEM	MFG	QTY	PRODUCT				UNIT	EXTENDED
82	HVO	1	**HLED31AUO** 31"LED Lt W/8"JmprCordDaisyChain(FOLLOWER)			***SELL:***	$250.26	$250.26
	ASSIST CHIEF HLED31AUO 2ND FLOOR							
83	HVO	2	**HLSL48TW** WM Tackboard for 48W WM Overhead			***SELL:***	$143.00	$286.00
	ASSIST CHIEF TB 2ND FLOOR		Fabric Selection Grd A Fab Select Landscape Fabric Color	**$(A)** **.LN** **30**	Grd A Fabric Landscape Urban			
84	HCG	7	**HSWEEPC2** Sweep Handle Kit Satin Nickel 2-Pack			***SELL:***	$23.83	$166.81
	ASSIST CHIEF PULL 2ND FLOOR							
85	HCG	3	**HSWEEPC3** Sweep Handle Kit Satin Nickel 3-Pack			***SELL:***	$30.84	$92.52
	ASSIST CHIEF PULL 2ND FLOOR							
86	HTL	1	**HTFXM29** Preside 29.5H X-Base for 36 & 42 Tops			***SELL:***	$248.93	$248.93
	ASSIST CHIEF 29H 2ND FLOOR		Paint Selection Select Grade 1 Paint	**$(P1)** **.P8T**	P1 Paint Opts Titanium			
87	HTL	1	**HTLD36** Preside 36" Round Shaped Laminate Top			***SELL:***	$211.76	$211.76
	ASSIST CHIEF 36 2ND FLOOR		Edge Option Select Edge Finish Select Grommet Select Laminate Select Grade 2 Laminate Finish	**.G** **FC** **.N** **$(L2STD)** **.LFC1**	2MM/Flat Fawn Cypress No Grommets Grd L2 Standard Laminates Fawn Cypress			
88	HTL	1	**HTLC54120** Preside 120W x 54D Rectangular Shaped Laminate Top			***SELL:***	$960.99	$960.99
	CHIEF CONFERENCE 54/120 2ND FLOOR		Edge Option Select Edge Finish Select Grommet Select Laminate Select Grade 2 Laminate Finish	**.J** **FC** **.N** **$(L2STD)** **.LFC1**	Knife Fawn Cypress No Grommets Grd L2 Standard Laminates Fawn Cypress			

ITEM	MFG	QTY	PRODUCT				UNIT	EXTENDED
89	HTL	1	**HTLHP120** Preside Laminate Hollow Panel Base For 120" W Table Tops			***SELL:***	$903.50	$903.50
	CHIEF CONFERENCE 29H 2ND FLOOR		Select Laminate Finish Select Grade 2 Laminate Finish Select Endcap Finish	**$(L2STD)** **.LFC1** **.LFC1**	Grd L2 Standard Laminates Fawn Cypress Fawn Cypress			
90	HTL	1	**2 POWER FLIP TOP UNITS**			***SELL:***	$464.19	$464.19
	CHIEF CONFERENCE							
91	HSF	6	**HF23S** Contain Satin Removable Lock Core Kit			***SELL:***	$23.83	$142.98
	CHIEF OFFICE		Select Key Number	**.X205E**	205E			
92	HCG	2	**HF27S** Satin Removable Lock Core Kit			***SELL:***	$17.53	$35.06
	CHIEF OFFICE		Select Key Number	**.X205E**	205E			
93	HCL	2	**HHN831124** Flat Bracket 24D			***SELL:***	$24.18	$48.36
	CHIEF OFFICE		Select Color Option	**.S**	Charcoal			
94	HCG	1	**H10502** 10500 Series Floorstnd Full Ht Ped B/B/F 15-5/8W x 22-3/4D			***SELL:***	$335.78	$335.78
	CHIEF OFFICE BBF 2ND FLOOR		Select Laminate Select Grade 2 Laminate Finish	**$(L2STD)** **.LFC1**	Grd L2 Standard Laminates Fawn Cypress			
95	HCG	1	**H10504** 10500 Series Floorstnding Full Ht Ped F/F 15-5/8W x 22-3/4D			***SELL:***	$335.78	$335.78
	CHIEF OFFICE FF 2ND FLOOR		Select Laminate Select Grade 2 Laminate Finish	**$(L2STD)** **.LFC1**	Grd L2 Standard Laminates Fawn Cypress			
96	HCG	1	**H10541** 10500 Series Cred Shell 72W x 24D x 29-1/2H			***SELL:***	$346.64	$346.64
	CHIEF OFFICE 24/72 2ND FLOOR		Select Top Laminate Color Select Top Laminate Color Select Chassis Laminate Color	**$(L2STD)** **.LFC1** **LFC1**	Grd L2 Standard Laminates Fawn Cypress Fawn Cypress			

ITEM	MFG	QTY	PRODUCT				UNIT	EXTENDED
97	HCG	1	**H10594** 10500 Series Desk Shell 72W x 36D x 29-1/2H			***SELL:***	$403.08	$403.08
	CHIEF OFFICE							
	36/72							
	2ND FLOOR		Select Top Laminate Color	**$(L2STD)**	Grd L2 Standard Laminates			
			Select Top Laminate Color	**.LFC1**	Fawn Cypress			
			Select Chassis Laminate Color	**LFC1**	Fawn Cypress			
98	HCG	1	**H105290** 10500 Series 36Wx24Dx29-1/2H Storage Cabinet with Doors			***SELL:***	$461.96	$461.96
	CHIEF OFFICE							
	24x36x29							
	2ND FLOOR		Select Top Laminate Color	**$(L2STD)**	Grd L2 Standard Laminates			
			Select Top Laminate Color	**.LFC1**	Fawn Cypress			
			Select Chassis Laminate Color	**LFC1**	Fawn Cypress			
99	HCG	2	**H105381K** 10500 Series36"x18 1/2" Wall Mount Storage 2-Dr Locking			***SELL:***	$389.76	$779.52
	CHIEF OFFICE							
	14x36x18							
	2ND FLOOR		Select Top Laminate Color	**$(L2STD)**	Grd L2 Standard Laminates			
			Select Top Laminate Color	**.LFC1**	Fawn Cypress			
			Select Chassis Laminate Color	**LFC1**	Fawn Cypress			
100	HCG	2	**H105690** 10500 Series 36Wx24Dx29-1/2H Lateral File Two-Drawer			***SELL:***	$507.52	$1,015.04
	CHIEF OFFICE							
	24x36x29							
	2ND FLOOR		Select Top Laminate Color	**$(L2STD)**	Grd L2 Standard Laminates			
			Select Top Laminate Color	**.LFC1**	Fawn Cypress			
			Select Chassis Laminate Color	**LFC1**	Fawn Cypress			
101	HCG	1	**H105R2442** 42Wx24D Rectangle Worksurface			***SELL:***	$120.92	$120.92
	CHIEF OFFICE							
	24/42							
	2ND FLOOR		Select Top Laminate Color	**$(L2STD)**	Grd L2 Standard Laminates			
			Select Top Laminate Color	**.LFC1**	Fawn Cypress			
			Select Edge Color	**FC**	Fawn Cypress			
102	HCG	1	**H115295R** Valido 18"W x 24"D x 67"H Wardrobe/Storage Cabinet			***SELL:***	$1,016.10	$1,016.10
	CHIEF OFFICE							
	18x24x66							
	2ND FLOOR		Select Edge Detail	**.A**	Ribbon			
			Select Pull Detail	**.C**	Sweep Satin Nickel			
			Select Laminate	**$(L2STD)**	Grd L2 Standard Laminates			
			Select Top Laminate Color	**.LFC1**	Fawn Cypress			
			Select Chassis Laminate Color	**LFC1**	Fawn Cypress			
103	HVO	1	**HLED31A** 31" LED Light W/PwrSupplyForDaisyChain(STARTER)			***SELL:***	$307.04	$307.04
	CHIEF OFFICE							
	HLED31A							
	2ND FLOOR							

ITEM	MFG	QTY	PRODUCT				UNIT	EXTENDED
104	HVO	1	**HLED31AUO** 31"LED Lt W/8"JmprCordDaisyChain(FOLLOWER)			***SELL:***	$250.26	$250.26
CHIEF OFFICE HLED31AUO 2ND FLOOR								
105	HVO	2	**HLSL36TW** WM Tackboard for 36W WM Overhead			***SELL:***	$125.48	$250.96
CHIEF OFFICE TB 2ND FLOOR			Fabric Selection Grd A Fab Select Landscape Fabric Color	**$(A)** **.LN** **30**	Grd A Fabric Landscape Urban			
106	HCG	9	**HSWEEPC2** Sweep Handle Kit Satin Nickel 2-Pack			***SELL:***	$23.83	$214.47
CHIEF OFFICE PULL 2ND FLOOR								
107	HCG	1	**HSWEEPC3** Sweep Handle Kit Satin Nickel 3-Pack			***SELL:***	$30.84	$30.84
CHIEF OFFICE PULL 2ND FLOOR								
108	HTL	1	**HTFXM29** Preside 29.5H X-Base for 36 & 42 Tops			***SELL:***	$248.93	$248.93
CHIEF OFFICE 29H 2ND FLOOR			Paint Selection Select Grade 1 Paint	**$(P1)** **.P8T**	P1 Paint Opts Titanium			
109	HTL	1	**HTLD36** Preside 36" Round Shaped Laminate Top			***SELL:***	$211.76	$211.76
CHIEF OFFICE 36 2ND FLOOR			Edge Option Select Edge Finish Select Grommet Select Laminate Select Grade 2 Laminate Finish	**.G** **FC** **.N** **$(L2STD)** **.LFC1**	2MM/Flat Fawn Cypress No Grommets Grd L2 Standard Laminates Fawn Cypress			
110	HTL	1	**2 POWER FLIP TOP UNITS**			***SELL:***	$464.19	$464.19
CONF 2-207								

ITEM	MFG	QTY	PRODUCT				UNIT	EXTENDED
111	HTL	1	**HTLC48108** 108"Wx48"D Rect Shaped Lam Top			***SELL:***	$526.95	$526.95
CONF 2-207 48/108 2ND FLOOR			Edge Option	**.G**	2MM/Flat			
			Select Edge Finish	**FC**	Fawn Cypress			
			Select Grommet	**.N**	No Grommets			
			Select Laminate	**$(L2STD)**	Grd L2 Standard Laminates			
			Select Grade 2 Laminate Finish	**.LFC1**	Fawn Cypress			
112	HTL	1	**HTLHP108** Lam Hollow Pan Base For 108" W Table Tops			***SELL:***	$903.50	$903.50
CONF 2-207 29H 2ND FLOOR			Select Laminate Finish	**$(L2STD)**	Grd L2 Standard Laminates			
			Select Grade 2 Laminate Finish	**.LFC1**	Fawn Cypress			
			Select Endcap Finish	**.LFC1**	Fawn Cypress			
113	HN2	24	**HIWMM** Ignition 2 Task Mid-back, ilira back			***SELL:***	$362.77	$8,706.48
CONF SEATING ARMLESS			Control Type	**.W2**	Weight Activated w/Seat Slider			
			Select Arm Type	**.N**	Armless			
			Select Caster/Glide Option	**.S**	Black All-Surface Caster			
			Select Mesh Color	**.IM**	4-Way Black			
			Select Upholstery	**$(3)**	Grade 3 Uph			
			Grade 3 Fab	**.BDY**	Bradbury			
			Bradbury	**12**	Mystic			
			Select Lumbar	**.NL**	No Lumbar			
			Select Base	**.SB**	Standard Base			
			Select Frame Color	**.T**	Black			
114	HN2	2	**HIWMM** Ignition 2 Task Mid-back, ilira back			***SELL:***	$400.26	$800.52
CONF SEATING WITH ARMS			Control Type	**.W2**	Weight Activated w/Seat Slider			
			Select Arm Type	**.A**	Height and Width Adj. Arm			
			Select Caster/Glide Option	**.S**	Black All-Surface Caster			
			Select Mesh Color	**.IM**	4-Way Black			
			Select Upholstery	**$(3)**	Grade 3 Uph			
			Grade 3 Fab	**.BDY**	Bradbury			
			Bradbury	**12**	Mystic			
			Select Lumbar	**.NL**	No Lumbar			
			Select Base	**.SB**	Standard Base			
			Select Frame Color	**.T**	Black			
115	HTL	4	**HMPTBFI** Fixed Leg (2 per carton)			***SELL:***	$132.53	$530.12
			Select Paint Color	**$(P1)**	P1 Paint Opts			
			Select Grade 1 Paint	**.P8T**	Titanium			

ITEM	MFG	QTY	PRODUCT				UNIT	EXTENDED
116	HTL	4	**HMPTT3072**			*SELL:*	$235.60	$942.40
EOC 2-212			Between 30x72 Table Top					
			Select Grommet	**.N**	No Grommets			
			Select Grade	**$(L2STD)**	Grd L2 Standard Laminates			
			Select Grade 2 Laminate Finish	**.LFC1**	Fawn Cypress			
			Select Edgeband Color	**.FC**	Fawn Cypress			
117	HSN	14	**HIGS6**			*SELL:*	$234.30	$3,280.20
GUEST SEATING ARMLESS			Ignition Guest/Multi-Purpose Chair Four-Leg Stacking					
HIGS6								
2ND FLOOR			Select Arm Type	**.N**	Armless			
			Select Caster/Glide Option	**.E**	Nylon Glide			
			Select Back	**.IR**	4-Way Regatta			
			Select Upholstery	**$(1)**	Grade 1 Uph			
			Grade 1 Fab	**.UR**	Contourett			
			Contourett	**92**	Marine			
			Select Frame Color	**.PLAT**	Textured Platinum Metallic			
118	HSN	8	**HIGS6**			*SELL:*	$263.98	$2,111.84
GUEST SEATING WITH ARMS			Ignition Guest/Multi-Purpose Chair Four-Leg Stacking					
HIGS6								
2ND FLOOR			Select Arm Type	**.F**	Fixed			
			Select Caster/Glide Option	**.E**	Nylon Glide			
			Select Back	**.IR**	4-Way Regatta			
			Select Upholstery	**$(1)**	Grade 1 Uph			
			Grade 1 Fab	**.UR**	Contourett			
			Contourett	**92**	Marine			
			Select Frame Color	**.PR8T**	Textured Silver			
119	HCG	2	**H10502**			*SELL:*	$335.78	$671.56
ICAD			10500 Series Floorstnd Full Ht Ped B/B/F 15-5/8W x 22-3/4D					
BBF								
2ND FLOOR			Select Laminate	**$(L2STD)**	Grd L2 Standard Laminates			
			Select Grade 2 Laminate Finish	**.LFC1**	Fawn Cypress			
120	HCG	2	**H10541X**			*SELL:*	$346.64	$693.28
ICAD			10500 Series Cred Shell 72W x 24D x 29-1/2H					
24/72								
2ND FLOOR			Select Top Laminate Color	**$(L2STD)**	Grd L2 Standard Laminates			
			Select Top Laminate Color	**.LFC1**	Fawn Cypress			
			Select Chassis Laminate Color	**LFC1**	Fawn Cypress			
121	HCG	2	**H105680X**			*SELL:*	$244.65	$489.30
ICAD			10500 Series Return Shell 29-1/2H x 36W x 24D					
24/36								
2ND FLOOR			Select Top Laminate Color	**$(L2STD)**	Grd L2 Standard Laminates			
			Select Top Laminate Color	**.LFC1**	Fawn Cypress			
			Select Chassis Laminate Color	**LFC1**	Fawn Cypress			

ITEM	MFG	QTY	PRODUCT				UNIT	EXTENDED
122	HCG ICAD PULL 2ND FLOOR	2	**HSWEEPC3** Sweep Handle Kit Satin Nickel 3-Pack			***SELL:***	$30.84	$61.68
123	HTL INTERVIEW C 29H 2ND FLOOR	2	**HTFXM29** Preside 29.5H X-Base for 36 & 42 Tops			***SELL:***	$248.93	$497.86
			Paint Selection	**$(P1)**	P1 Paint Opts			
			Select Grade 1 Paint	**.P8T**	Titanium			
124	HTL INTERVIEW C 36 2ND FLOOR	2	**HTLD36** Preside 36" Round Shaped Laminate Top			***SELL:***	$211.76	$423.52
			Edge Option	**.G**	2MM/Flat			
			Select Edge Finish	**FC**	Fawn Cypress			
			Select Grommet	**.N**	No Grommets			
			Select Laminate	**$(L2STD)**	Grd L2 Standard Laminates			
			Select Grade 2 Laminate Finish	**.LFC1**	Fawn Cypress			
125	HSF INVESTIGATION WS	2	**HF23S** Contain Satin Removable Lock Core Kit			***SELL:***	$23.83	$47.66
			Select Key Number	**.X209E**	209E			
126	HSF INVESTIGATION WS	2	**HF23S** Contain Satin Removable Lock Core Kit			***SELL:***	$23.83	$47.66
			Select Key Number	**.X208E**	208E			
127	HSF INVESTIGATION WS	2	**HF23S** Contain Satin Removable Lock Core Kit			***SELL:***	$23.83	$47.66
			Select Key Number	**.X211E**	211E			
128	HSF INVESTIGATION WS	2	**HF23S** Contain Satin Removable Lock Core Kit			***SELL:***	$23.83	$47.66
			Select Key Number	**.X210E**	210E			
129	HSF INVESTIGATION WS	2	**HF23S** Contain Satin Removable Lock Core Kit			***SELL:***	$23.83	$47.66
			Select Key Number	**.X213E**	213E			

ITEM	MFG	QTY	PRODUCT				UNIT	EXTENDED
130	HSF	2	**HF23S**			***SELL:***	$23.83	$47.66
INVESTIGATION WS			Contain Satin Removable Lock Core Kit					
			Select Key Number	**.X212E**	212E			
131	HND	6	**HCTL241L**			***SELL:***	$17.05	$102.30
INVESTIGATION WS			Left-hand Cantilever 24"D					
CL								
2ND FLOOR			Select Paint Color	**$(P1)**	Select P1 Paint			
			Select Grade 1 Paint	**.P8T**	Titanium			
132	HND	6	**HCTL241R**			***SELL:***	$17.05	$102.30
INVESTIGATION WS			Right-hand Cantilever 24"D					
CR								
2ND FLOOR			Select Paint Color	**$(P1)**	Select P1 Paint			
			Select Grade 1 Paint	**.P8T**	Titanium			
133	HND	3	**HCTL242**			***SELL:***	$31.30	$93.90
INVESTIGATION WS			24D Cantilever One Pair					
CB								
2ND FLOOR			Select Paint Color	**$(P1)**	P1 Paint Opts			
			Select Grade 1 Paint	**.P8T**	Titanium			
134	HCL	8	**HEC50PLN**			***SELL:***	$48.36	$386.88
INVESTIGATION WS			50H "L" Connector Post					
CP-50-L								
2ND FLOOR			Select Paint Grade	**$(P1)**	P1 Paint Opts			
			Select Grade 1 Paint	**.P8T**	Titanium			
135	HCL	6	**HEC50PTN**			***SELL:***	$46.06	$276.36
INVESTIGATION WS			50H "T" Connector Post					
CP-50-T								
2ND FLOOR			Select Paint Grade	**$(P1)**	P1 Paint Opts			
			Select Grade 1 Paint	**.P8T**	Titanium			
136	HCL	1	**HEC50PXN**			***SELL:***	$44.54	$44.54
INVESTIGATION WS			50H "X" Connector Post					
CP-50-X								
2ND FLOOR			Select Paint Grade	**$(P1)**	P1 Paint Opts			
			Select Grade 1 Paint	**.P8T**	Titanium			
137	HCL	3	**HECS1**			***SELL:***	$6.11	$18.33
INVESTIGATION WS			Single Connector Strap					
CS								
2ND FLOOR								

ITEM	MFG	QTY	PRODUCT				UNIT	EXTENDED
138	HCL	6	**HECSL** "L" Connector Strap			***SELL:***	$6.11	$36.66
INVESTIGATION WS INVESTIGATION WS 2ND FLOOR								
139	HCL	5	**HECST** "T" Connector Strap			***SELL:***	$8.91	$44.55
INVESTIGATION WS INVESTIGATION WS 2ND FLOOR								
140	HCL	1	**HECSX** "X" Connector Strap			***SELL:***	$10.43	$10.43
INVESTIGATION WS INVESTIGATION WS 2ND FLOOR								
141	HCL	4	**HECVH15P** Variable Height Connector Kit 15H			***SELL:***	$22.40	$89.60
INVESTIGATION WS VH15 2ND FLOOR				Select Paint Color Select Grade 1 Paint	**$(P1)** **.P8T**	P1 Paint Opts Titanium		
142	HCL	12	**HEFEC50P** Panel Finished End Covers 50H			***SELL:***	$22.65	$271.80
INVESTIGATION WS 50E 2ND FLOOR				Select Paint Color Select Grade 1 Paint	**$(P1)** **.P8T**	P1 Paint Opts Titanium		
143	HCL	6	**HETC24** Panel Top Cap 24"W			***SELL:***	$15.02	$90.12
INVESTIGATION WS TC24 2ND FLOOR				Select Paint Color Select Grade 1 Paint	**$(P1)** **.P8T**	P1 Paint Opts Titanium		
144	HCL	6	**HETC36** Panel Top Cap 36"W			***SELL:***	$22.65	$135.90
INVESTIGATION WS TC36 2ND FLOOR				Select Paint Color Select Grade 1 Paint	**$(P1)** **.P8T**	P1 Paint Opts Titanium		
145	HCL	26	**HETC48** Panel Top Cap 48"W			***SELL:***	$25.45	$661.70
INVESTIGATION WS TC48 2ND FLOOR				Select Paint Color Select Grade 1 Paint	**$(P1)** **.P8T**	P1 Paint Opts Titanium		

ITEM	MFG	QTY	PRODUCT				UNIT	EXTENDED
146	HCL	4	**HETP3548FP**			***SELL:***	$127.25	$509.00
INVESTIGATION WS			Tackable Panel w/o TC 35H x 48W					
48/35								
2ND FLOOR			Fabric Selection	**$(A)**	Grd A Fabric			
			Grd A Fab	**.LN**	Landscape			
			Select Landscape Fabric Color	**30**	Urban			
			Select Paint Color	**$(P1)**	P1 Paint Opts			
			Select Grade 1 Paint	**.P8T**	Titanium			
147	HCL	6	**HETP5024FP**			***SELL:***	$128.01	$768.06
INVESTIGATION WS			Tackable Panel w/o TC 50H x 24W					
24/50								
2ND FLOOR			Fabric Selection	**$(A)**	Grd A Fabric			
			Grd A Fab	**.LN**	Landscape			
			Select Landscape Fabric Color	**30**	Urban			
			Select Paint Color	**$(P1)**	P1 Paint Opts			
			Select Grade 1 Paint	**.P8T**	Titanium			
148	HCL	6	**HETP5036FP**			***SELL:***	$135.65	$813.90
INVESTIGATION WS			Tackable Panel w/o TC 50H x 36W					
36/50								
2ND FLOOR			Fabric Selection	**$(A)**	Grd A Fabric			
			Grd A Fab	**.LN**	Landscape			
			Select Landscape Fabric Color	**30**	Urban			
			Select Paint Color	**$(P1)**	P1 Paint Opts			
			Select Grade 1 Paint	**.P8T**	Titanium			
149	HCL	22	**HETP5048FP**			***SELL:***	$161.10	$3,544.20
INVESTIGATION WS			Tackable Panel w/o TC 50H x 48W					
48/50								
2ND FLOOR			Fabric Selection	**$(A)**	Grd A Fabric			
			Grd A Fab	**.LN**	Landscape			
			Select Landscape Fabric Color	**30**	Urban			
			Select Paint Color	**$(P1)**	P1 Paint Opts			
			Select Grade 1 Paint	**.P8T**	Titanium			
150	HCL	8	**HH871248**			***SELL:***	$80.68	$645.44
INVESTIGATION WS			Electrical Power Harness 48W 3-1 & 2-2 Systems					
48PH								
2ND FLOOR								
151	HCL	4	**HH871501**			***SELL:***	$16.54	$66.16
INVESTIGATION WS			Duplex Receptacle Circuit 1 3-1 & 2-2 Systems					
INVESTIGATION WS								
2ND FLOOR			Select Duplex Color	**.TI**	Titanium			

ITEM	MFG	QTY	PRODUCT				UNIT	EXTENDED
152	HCL	4	**HH871502**			***SELL:***	$16.54	$66.16
INVESTIGATION WS			Duplex Receptacle Circuit 2 3-1 & 2-2 Systems					
INVESTIGATION WS								
2ND FLOOR			Select Duplex Color	**.TI**	Titanium			
153	HCL	2	**HH871503**			***SELL:***	$16.54	$33.08
INVESTIGATION WS			Duplex Receptacle Circuit 3 3-1 System Only					
INVESTIGATION WS								
2ND FLOOR			Select Duplex Color	**.TI**	Titanium			
154	HCL	2	**HH871504**			***SELL:***	$16.54	$33.08
INVESTIGATION WS			Duplex Receptacle Circuit 4 3-1 & 2-2 Systems					
INVESTIGATION WS								
2ND FLOOR			Select Duplex Color	**.TI**	Titanium			
155	HCL	2	**HH879072**			***SELL:***	$85.51	$171.02
INVESTIGATION WS			Base In-Feed Cable Base 3-1 & 2-2 Systems					
BIF								
2ND FLOOR								
156	HND	9	**HHN831124**			***SELL:***	$24.18	$217.62
INVESTIGATION WS			Flat Bracket 24D					
FB								
2ND FLOOR			Select Color Option	**.S**	Charcoal			
157	HND	3	**HLSLZ5SC72**			***SELL:***	$42.76	$128.28
INVESTIGATION WS			60"W External Stiffener					
60								
2ND FLOOR			Select Color Option	**.P**	Black			
158	HND	18	**HRVCLG24**			***SELL:***	$71.77	$1,291.86
INVESTIGATION WS			Abound 29"H x 24"D Abound Universal Support Leg					
SL								
2ND FLOOR			Select Paint Color	**$(P1)**	P1 Paint Opts			
			Select Grade 1 Paint	**.P8T**	Titanium			
159	HCL	13	**HSCKTPS**			***SELL:***	$8.40	$109.20
INVESTIGATION WS			Straight Connector Kit					
IC								
2ND FLOOR			Select Paint Color	**.X**	No Option			

ITEM	MFG	QTY	PRODUCT				UNIT	EXTENDED
160	HCL	6	**HVFB23R** Box/Box/File 28H x 22 7/8D x 15W			***SELL:***	$207.16	$1,242.96
INVESTIGATION WS BBF 2ND FLOOR			Select Lock Option Select Paint Color Select Grade 1 Paint	**.L** **$(P1)** **.P8T**	Lock P1 Paint Opts Titanium			
161	HCL	6	**HVFF23R** File/File 28H x 22 7/8D x15W			***SELL:***	$205.13	$1,230.78
INVESTIGATION WS FF 2ND FLOOR			Select Lock Option Select Paint Color Select Grade 1 Paint	**.L** **$(P1)** **.P8T**	Lock P1 Paint Opts Titanium			
162	HND	12	**HWR2448P** Systems Rectangular Worksurface Edgeband 24D x 48W			***SELL:***	$151.43	$1,817.16
INVESTIGATION WS 24/48 2ND FLOOR			Select Laminate Select Grade 2 Laminate Finish Select Edgeband Color Select Grommet Color	**$(L2STD)** **.LFC1** **.FC** **.TI**	Grd L2 Standard Laminates Fawn Cypress Fawn Cypress Titanium			
163	HND	12	**HWR2472P** Systems Rectangular Worksurface Edgeband 24D x 72W			***SELL:***	$196.98	$2,363.76
INVESTIGATION WS 24/72 2ND FLOOR			Select Laminate Select Grade 2 Laminate Finish Select Edgeband Color Select Grommet Color	**$(L2STD)** **.LFC1** **.FC** **.TI**	Grd L2 Standard Laminates Fawn Cypress Fawn Cypress Titanium			
164	HND	6	**HWSB2** Worksurface Bracket Kit			***SELL:***	$17.56	$105.36
INVESTIGATION WS WBK 2ND FLOOR			Select Paint Color Select Grade 1 Paint	**$(P1)** **.P8T**	P1 Paint Opts Titanium			
165	HSF	2	**HF23S** Contain Satin Removable Lock Core Kit			***SELL:***	$23.83	$47.66
IT/VIDEO			Select Key Number	**.X214E**	214E			
166	HCG	1	**H10502** 10500 Series Floorstnd Full Ht Ped B/B/F 15-5/8W x 22-3/4D			***SELL:***	$335.78	$335.78
IT/VIDEO BBF 2ND FLOOR			Select Laminate Select Grade 2 Laminate Finish	**$(L2STD)** **.LFC1**	Grd L2 Standard Laminates Fawn Cypress			

ITEM	MFG	QTY	PRODUCT				UNIT	EXTENDED
167	HCG	2	**H10524LEP** 15-3/4Wx23-7/8Dx28-1/2H L-Shaped End Panel			***SELL:***	$134.59	$269.18
	IT/VIDEO							
	LEP							
	2ND FLOOR		Select Laminate	**$(L2STD)**	Grd L2 Standard Laminates			
			Select Grade 2 Laminate Finish	**.LFC1**	Fawn Cypress			
168	HCG	1	**H10524TSUPP** 8Wx23-3/4Dx28-1/2H T-Support Brace			***SELL:***	$113.56	$113.56
	IT/VIDEO							
	SB							
	2ND FLOOR		Select Laminate	**$(L2STD)**	Grd L2 Standard Laminates			
			Select Grade 2 Laminate Finish	**.LFC1**	Fawn Cypress			
169	HCG	1	**H105299** 10500 Series 36Wx24Dx66-5/8H Stg Cab-Full-width Shelves			***SELL:***	$1,046.59	$1,046.59
	IT/VIDEO							
	24x36x66							
	2ND FLOOR		Select Top Laminate Color	**$(L2STD)**	Grd L2 Standard Laminates			
			Select Top Laminate Color	**.LFC1**	Fawn Cypress			
			Select Chassis Laminate Color	**LFC1**	Fawn Cypress			
170	HCG	1	**H105811** 10500 SeriesCorner Unit 24x36x36x24x 29-1/2H			***SELL:***	$382.05	$382.05
	IT/VIDEO							
	24/36							
	2ND FLOOR		Select Top Laminate Color	**$(L2STD)**	Grd L2 Standard Laminates			
			Select Top Laminate Color	**.LFC1**	Fawn Cypress			
			Select Chassis Laminate Color	**LFC1**	Fawn Cypress			
171	HCG	1	**H105R2448** 48Wx24D Rectangle Worksurface			***SELL:***	$132.84	$132.84
	IT/VIDEO							
	24/48							
	2ND FLOOR		Select Top Laminate Color	**$(L2STD)**	Grd L2 Standard Laminates			
			Select Top Laminate Color	**.LFC1**	Fawn Cypress			
			Select Edge Color	**FC**	Fawn Cypress			
172	HCG	1	**H105R2466** 66Wx24D Rectangle Worksurface			***SELL:***	$165.79	$165.79
	IT/VIDEO							
	24/66							
	2ND FLOOR		Select Top Laminate Color	**$(L2STD)**	Grd L2 Standard Laminates			
			Select Top Laminate Color	**.LFC1**	Fawn Cypress			
			Select Edge Color	**FC**	Fawn Cypress			
173	HCL	2	**HHN831124** Flat Bracket 24D			***SELL:***	$24.18	$48.36
	IT/VIDEO							
	HHN831124							
	2ND FLOOR		Select Color Option	**.S**	Charcoal			

ITEM	MFG	QTY	PRODUCT				UNIT	EXTENDED
174	HCG	1	**HLSL28P** 28"H Post Leg			***SELL:***	$151.07	$151.07
	IT/VIDEO							
	PL							
	2ND FLOOR		Select Paint Color Select Grade 1 Paint	**$(P1)** **.P8T**	P1 Paint Opts Titanium			
175	HCG	1	**HSWEEPC2** Sweep Handle Kit Satin Nickel 2-Pack			***SELL:***	$23.83	$23.83
	IT/VIDEO							
	PULL							
	2ND FLOOR							
176	HCG	1	**HSWEEPC3** Sweep Handle Kit Satin Nickel 3-Pack			***SELL:***	$30.84	$30.84
	IT/VIDEO							
	PULL							
	2ND FLOOR							
177	HCG	2	**HF22** Master Key (One Key)			***SELL:***	$15.77	$31.54
	KEYS							
	HF22							
	2ND FLOOR							
178	HCG	3	**HF23S** Contain Satin Removable Lock Core Kit			***SELL:***	$23.83	$71.49
	PRIVATE OFFICES							
			Select Key Number	**.X217E**	217E			
179	HCG	3	**HF23S** Contain Satin Removable Lock Core Kit			***SELL:***	$23.83	$71.49
	PRIVATE OFFICES							
			Select Key Number	**.X216E**	216E			
180	HCG	3	**HF23S** Contain Satin Removable Lock Core Kit			***SELL:***	$23.83	$71.49
	PRIVATE OFFICES							
			Select Key Number	**.X215E**	215E			
181	HCG	3	**H10502** 10500 Series Floorstnd Full Ht Ped B/B/F 15-5/8W x 22-3/4D			***SELL:***	$335.78	$1,007.34
	PRIVATE OFFICES							
	BBF							
	2ND FLOOR		Select Laminate Select Grade 2 Laminate Finish	**$(L2STD)** **.LFC1**	Grd L2 Standard Laminates Fawn Cypress			

ITEM	MFG	QTY	PRODUCT				UNIT	EXTENDED
182	HCG	3	**H10504** 10500 Series Floorstnding Full Ht Ped F/F 15-5/8W x 22-3/4D			***SELL:***	$335.78	$1,007.34
PRIVATE OFFICES FF 2ND FLOOR			Select Laminate Select Grade 2 Laminate Finish	**$(L2STD)** **.LFC1**	Grd L2 Standard Laminates Fawn Cypress			
183	HCG	3	**H10561X** 10500 Series Return Shell 29-1/2H x 48W x 24D			***SELL:***	$261.12	$783.36
PRIVATE OFFICES 24/48 2ND FLOOR			Select Top Laminate Color Select Top Laminate Color Select Chassis Laminate Color	**$(L2STD)** **.LFC1** **LFC1**	Grd L2 Standard Laminates Fawn Cypress Fawn Cypress			
184	HCG	3	**H10594** 10500 Series Desk Shell 72W x 36D x 29-1/2H			***SELL:***	$403.08	$1,209.24
PRIVATE OFFICES 36/72 2ND FLOOR			Select Top Laminate Color Select Top Laminate Color Select Chassis Laminate Color	**$(L2STD)** **.LFC1** **LFC1**	Grd L2 Standard Laminates Fawn Cypress Fawn Cypress			
185	HCG	2	**H115295R** Valido 18"W x 24"D x 67"H Wardrobe/Storage Cabinet			***SELL:***	$1,016.10	$2,032.20
PRIVATE OFFICES 18x24x66 2ND FLOOR			Select Edge Detail Select Pull Detail Select Laminate Select Top Laminate Color Select Chassis Laminate Color	**.A** **.C** **$(L2STD)** **.LFC1** **LFC1**	Ribbon Sweep Satin Nickel Grd L2 Standard Laminates Fawn Cypress Fawn Cypress			
186	HCG	1	**H115296L** Valido 18"W x 24"D x 67"H Wardrobe/Storage Cabinet			***SELL:***	$1,016.10	$1,016.10
PRIVATE OFFICES 18x24x66 2ND FLOOR			Select Edge Detail Select Pull Detail Select Laminate Select Top Laminate Color Select Chassis Laminate Color	**.A** **.C** **$(L2STD)** **.LFC1** **LFC1**	Ribbon Sweep Satin Nickel Grd L2 Standard Laminates Fawn Cypress Fawn Cypress			
187	HCG	3	**HSWEEPC2** Sweep Handle Kit Satin Nickel 2-Pack			***SELL:***	$23.83	$71.49
PRIVATE OFFICES PULL 2ND FLOOR								
188	HCG	3	**HSWEEPC3** Sweep Handle Kit Satin Nickel 3-Pack			***SELL:***	$30.84	$92.52
PRIVATE OFFICES PULL 2ND FLOOR								

ITEM	MFG	QTY	PRODUCT			UNIT	EXTENDED
189	OMF	17	**AF508** Simple Chair, High Back			*SELL:* $398.52	$6,774.84
TASK SEATING WITH ARMS							
2ND FLOOR			Back Mesh Option	**MUB**	Mesh Back		
			Affirm Mesh Back Selection	**NB**	Night Fall Black (Standard)		
			LX Back Option	**~**	No Selection		
			Seat Fabric Selection	**GR1**	Grade 1/COM - Basic, Celestial and Spice		
			Grade 1 Fabric Choices	**BAS**	Basic		
			Basic Fabric Colors	**1020**	Black		
			Seat Size Selection	**AFL**	AFL : Larger Seat Size formerly (STD) SEATAF-L		
			Arm Selection	**KR200**	KR200 : Height & Width Adjustable T-arms (GROU		
			Cylinder Selection	**5BTY**	5BTY : 5" Black Cylinder (121mm stroke) - (STD) fo		
			Base Option	**27BM**	27BM : Black Nylon (STD) formerly B27		
			Caster Option	**65MS**	65MS : 65mm Dual Color Soft Casters (STD) forme		
			Memory Foam Selection	**~**	No Selection (STD)		
			Coat Rack	**~**	No Selection (STD)		
190	CHG	1	**SURCHARGE** TARIFF SURCHARGE, JC WHITE RESERVES THE RIGHT TO ADJUST THIS CHARGE BASED ON MARKET CONDITIONS.			*SELL:* $0.00	$0.00
Y-SURCHARGE							
191	CHG	1	**LABOR** LABOR TO DELIVER AND INSTALL DURING NORMAL BUSINESS HOURS, MONDAY-FRIDAY, 9-5			*SELL:* $13,200.00	$13,200.00
Z-LABOR							
						TOTAL:	**$96,579.16**

jcwhite
architectural interior products

VILLAGE OF PALM SPRINGS POLICE

Welcome to JC White

We are a full service, woman-owned and locally operated, architectural interior product company with over 40 years in business in South Florida. We provide complete integrated interior solutions such as modular walls, furniture and accessories. We have a team of dedicated professionals in sales, design support, project management and installation working to provide solutions for Corporate, Healthcare, and Education projects. The result is a process and technology - driven approach that offers clients responsive architectural interior procurement solutions.

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Account Management | **Design** | **Project Management** | **Installation** | **Service**

Mission Statement

To be a trusted advisor of product solutions that solve organizational inefficiencies and promote wellness in the workplace.

Vision Statement

We believe the right mix of products can make a space look, feel and function at its best. That's why we consult with our clients to determine the best products for commercial projects. Our goal is to provide solutions that work harmoniously with the architecture, atmosphere and those who use the space.

jcwhite architectural interior products

PROJECT TEAM



Leyla Lacey
Sr. Account Manager



Melissa Calienes
Sr. Designer



Lisa August
Sales Coordinator

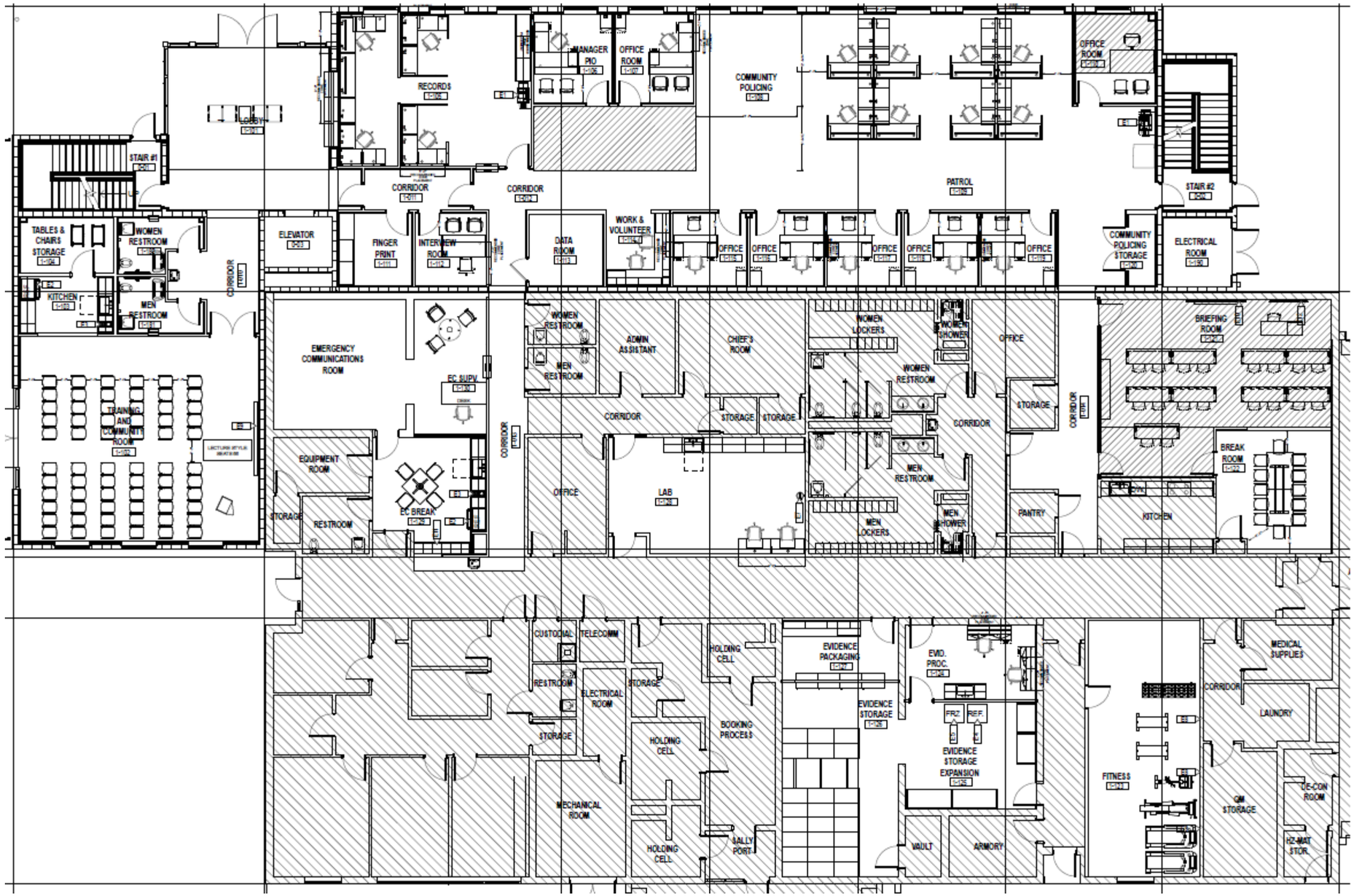


Phil Wodecki
Director of Sales



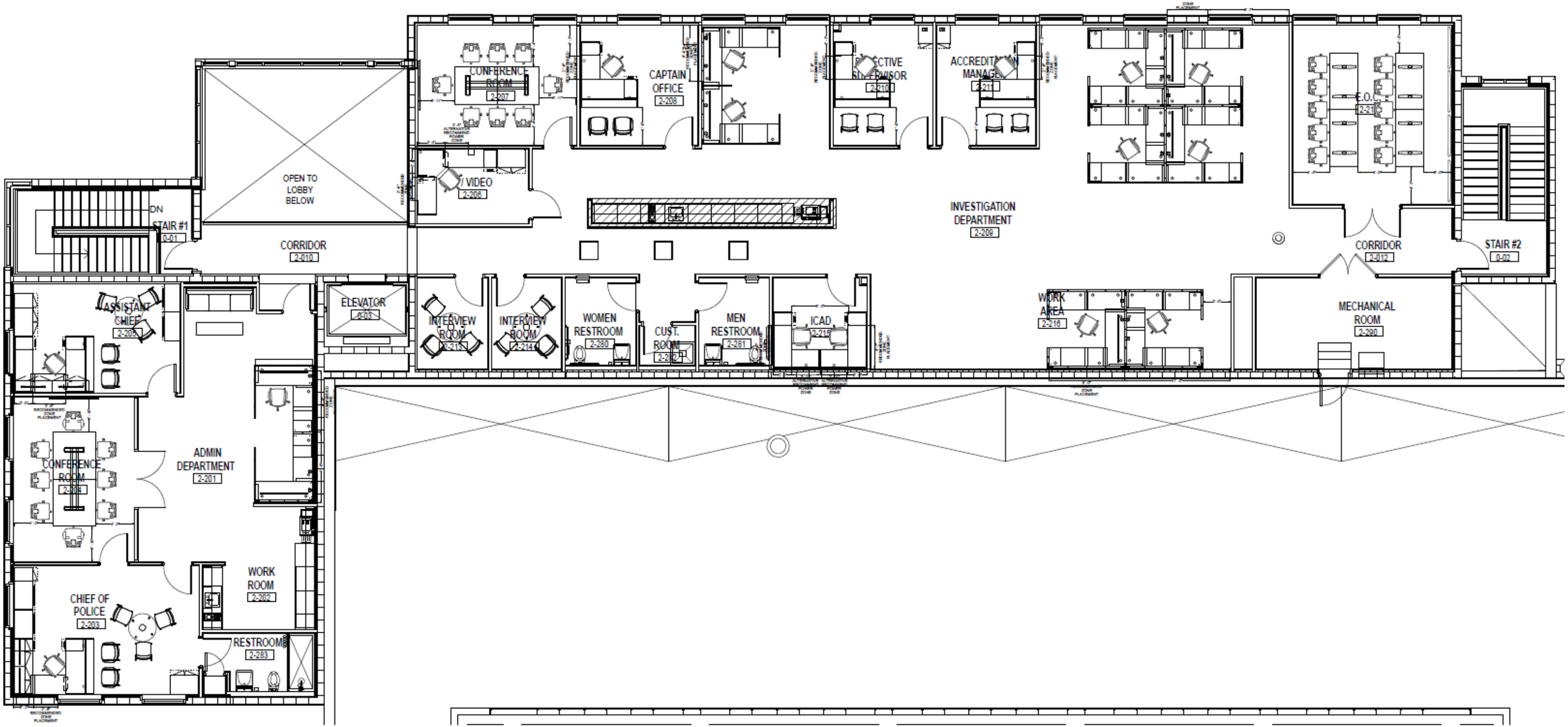
Mike Headrick
Director of Operations

FLOOR PLAN – 1ST FLOOR



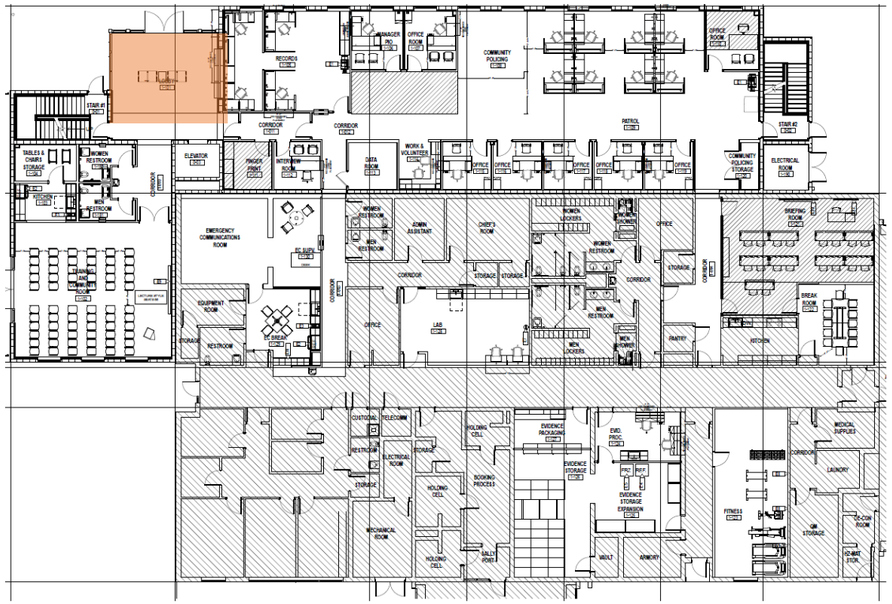
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FLOOR PLAN – 2ND FLOOR



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LOBBY



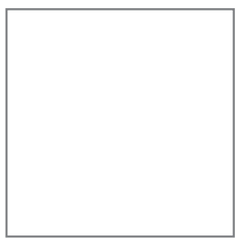
KEY PLAN



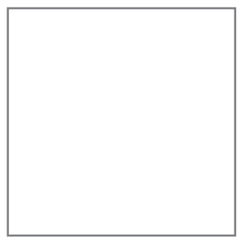


SPEC COOPER BALA BARIATRIC
TWO SEAT BENCH WITH ARMS

HON OCCASIONAL TABLE 24 X 20 X 20H



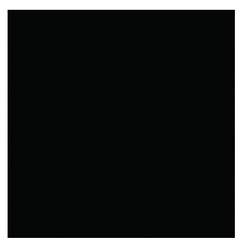
FABRIC
TBD



FRAME
TBD



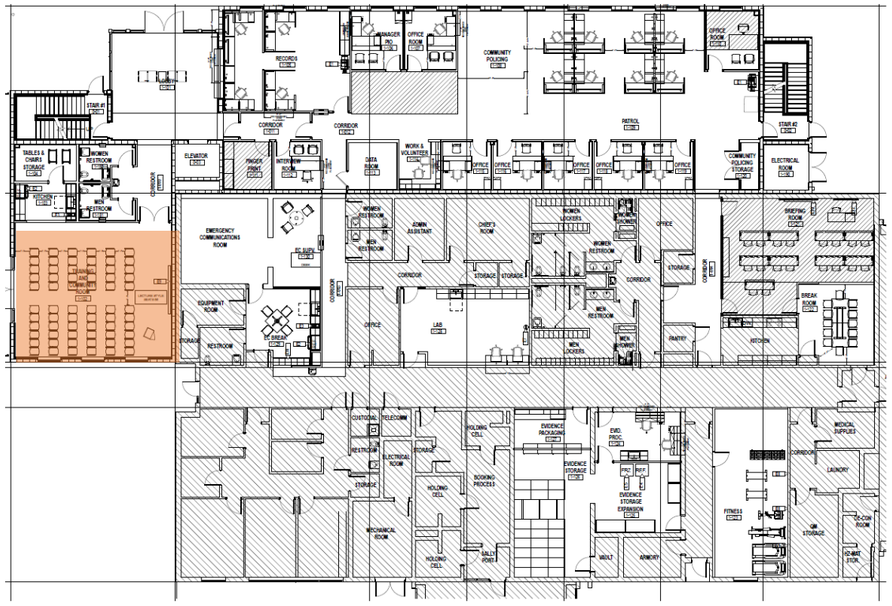
LAMINATE TOP
FAWN CYPRESS



LAMINATE LEGS
BLACK

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TRAINING ROOM 1-102 – CONFIGURATION A



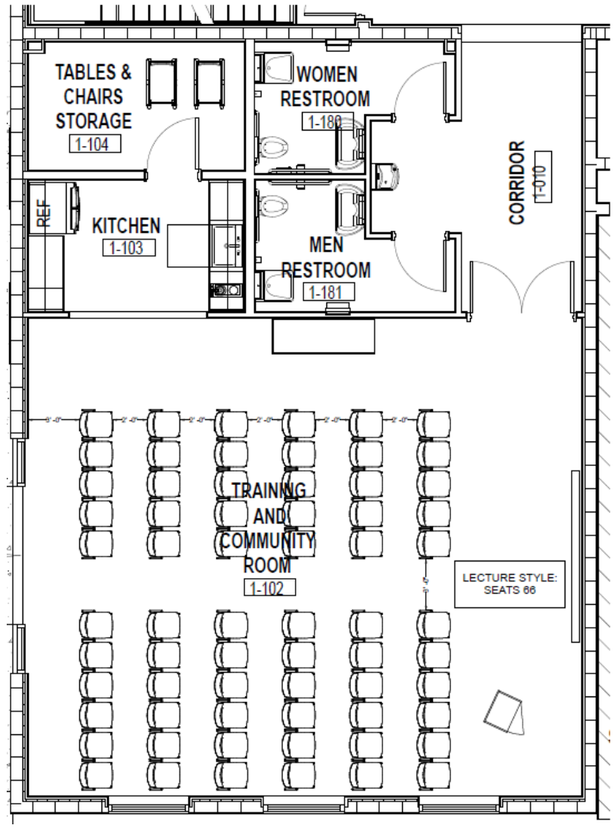
KEY PLAN





*2 CHAIR CARTS INCLUDED, EACH STACK UP TO 40 CHAIRS HIGH

CHAIRS COME IN CARTONS OF 4, SO THIS ROOM WILL INCLUDE 2 EXTRA CHAIRS (NOT SHOWN)





HON PRESIDE LAMINATE LECTERN

HON MOTIVATE STACKING CHAIR, ARMLESS



LAMINATE
FAWN CYPRESS



PULLS
SATIN NICKEL



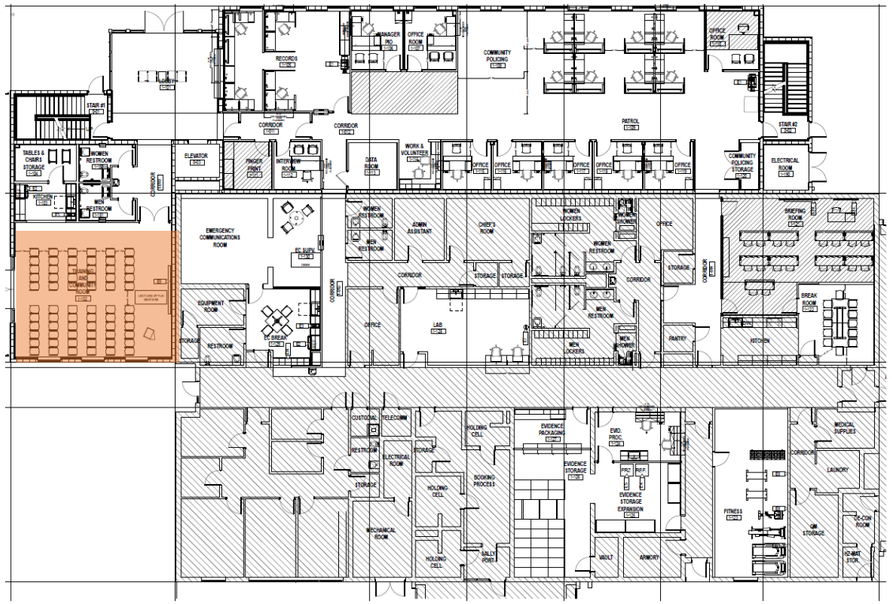
PLASTIC
PLATINUM



LEGS
CHROME

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TRAINING ROOM 1-102 – CONFIGURATION B

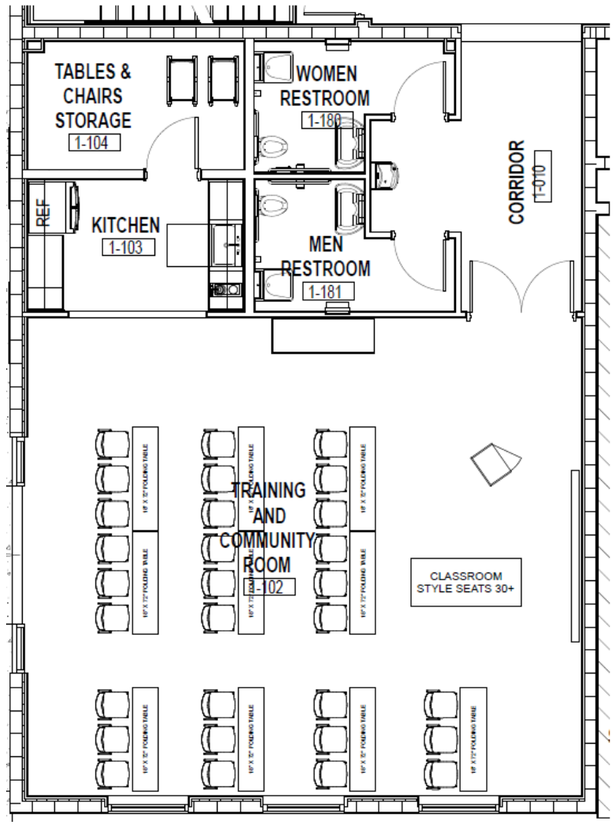


KEY PLAN





*2 CHAIR CARTS INCLUDED, EACH STACK UP TO 40 CHAIRS HIGH





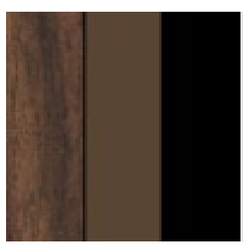
Flat-Stacking Folding T
Truck
Correll

QTY 1



SCHOOL OUTFITTERS
FOLDING TABLE 18"D X 72"W

CONFIRM FINAL FINISH SELECTION



LAMINATE: WALNUT
EDGE: BLACK T-MOLD
LEGS: BROWN

HON PRESIDE LAMINATE LECTERN



LAMINATE
FAWN CYPRESS



PULLS
SATIN NICKEL

HON MOTIVATE STACKING CHAIR, ARMLESS



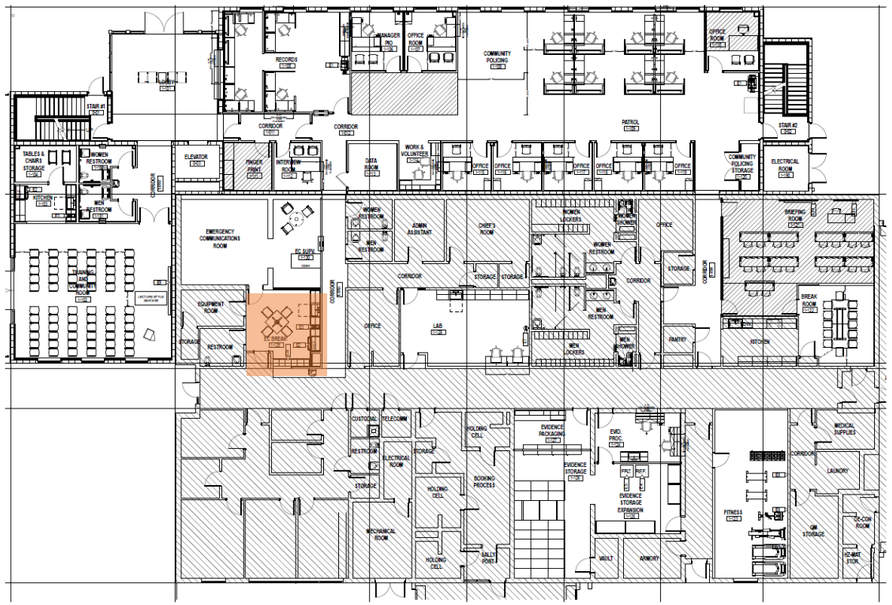
PLASTIC
PLATINUM



LEGS
CHROME

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EC BREAK 1-129



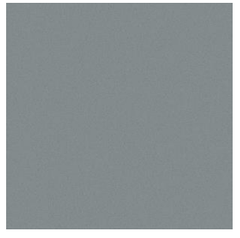
KEY PLAN



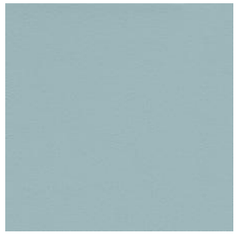


HON ARRANGE TABLE 42" SQUARE **HON** MOTIVATE STACKING CHAIR, ARMLESS

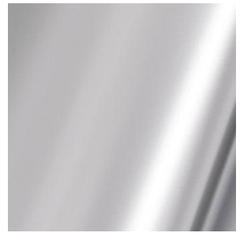
LAMINATE
LOFT



BASE
TEXTURED
TITANIUM



PLASTIC
SURF

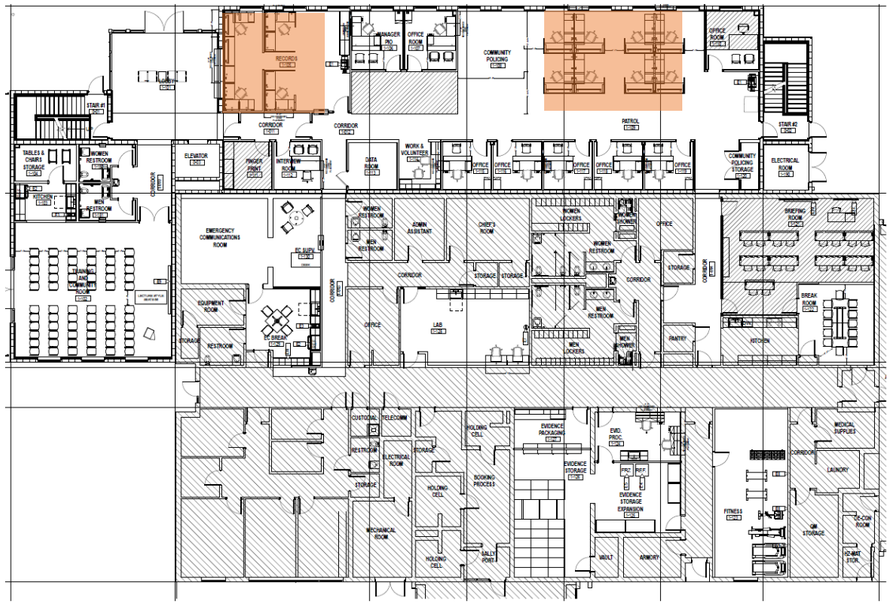


LEGS
CHROME

*Images, materials, and renderings are for visual purposes only. Final finishes may affect final price. Client must review physical finish samples before placing order.

6X8 WORKSTATIONS

jcwhite
architectural interior products



KEY PLAN



RECORDS 1-105
35"H PANELS AGAINST NORTH WINDOWS
EXTENDED 6' AND 3' WING PANELS FOR PRIVACY



COMMUNITY POLICING 1-108
(NO PANELS AGAINST NORTH WINDOWS)

HON ACCELERATE SYSTEMS



PANEL FABRIC
LANDSCAPE
URBAN



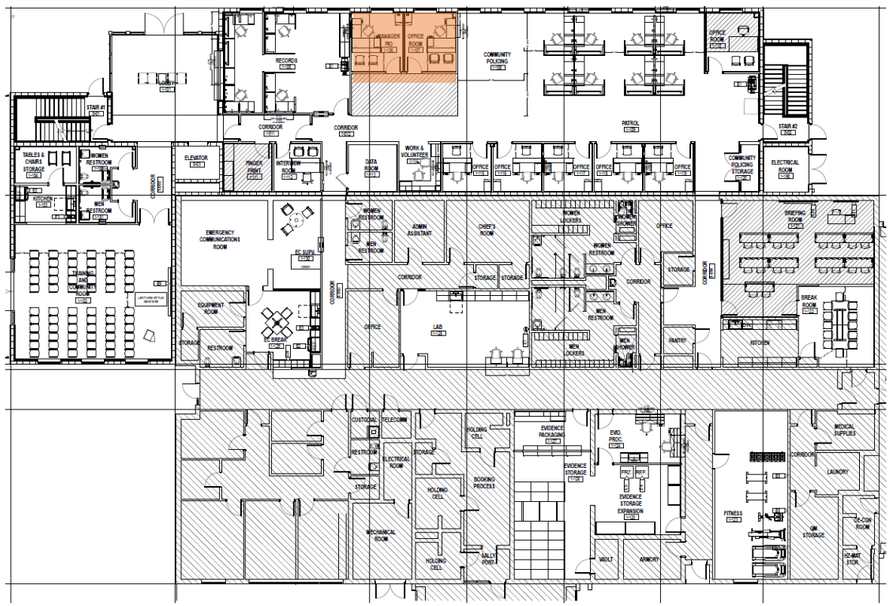
METAL PAINT & GROMMETS
TITANIUM



LAMINATE
FAWN CYPRESS

*Images, materials, and renderings are for visual purposes only. Final finishes may affect final price. Client must review physical finish samples before placing order.

OFFICES 1-106 & 1-107



KEY PLAN







WARDROBE IS FROM HON'S VALIDO LINE AND WILL INCLUDE A RIBBON EDGE DETAIL AT TOP. DESKS ARE FROM HON'S 10500 SERIES AND WILL NOT FEATURE THIS RIBBON EDGE.

HON 10500 SERIES CASEGOODS



LAMINATE
FAWN CYPRESS



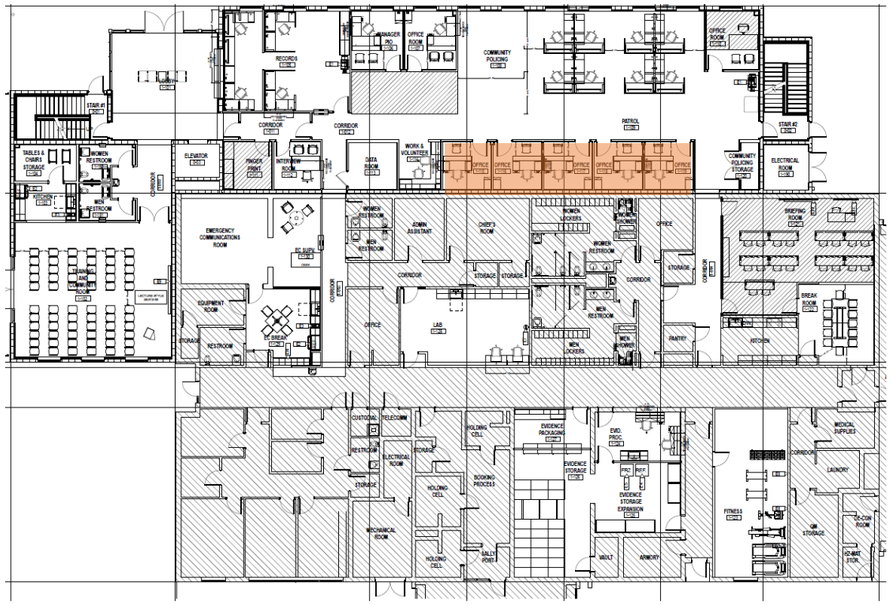
PULLS
SWEEP
SATIN NICKEL



GROMMETS
BLACK
(NO OTHER OPTIONS)

Images, materials, and renderings are for visual purposes only. Final finishes may affect final price. Client must review physical finish samples before placing order.

INTERVIEW ROOMS STYLE A



KEY PLAN



HON 10500 SERIES CASEGOODS, 72"W x 36"D





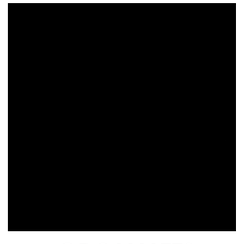
WARDROBE IS FROM HON'S VALIDO LINE AND WILL INCLUDE A RIBBON EDGE DETAIL AT TOP. DESKS ARE FROM HON'S 10500 SERIES AND WILL NOT FEATURE THIS RIBBON EDGE.



LAMINATE
FAWN CYPRESS



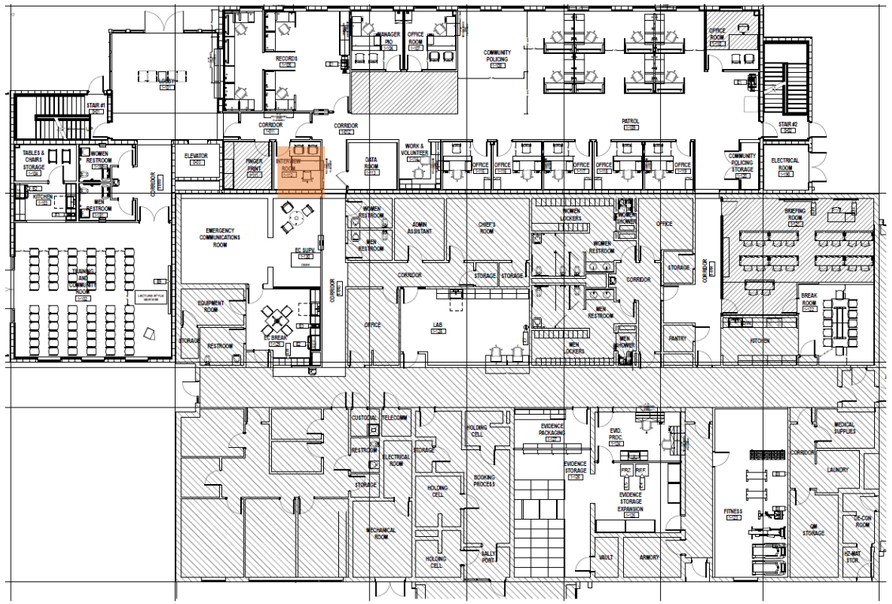
PULLS
SWEEP
SATIN NICKEL



GROMMETS
BLACK
(NO OTHER OPTIONS)

*Images, materials, and renderings are for visual purposes only. Final finishes may affect final price. Client must review physical finish samples before placing order.

INTERVIEW ROOMS STYLE B



KEY PLAN



HON 10500 SERIES CASEGOODS, 72"W x 36"D

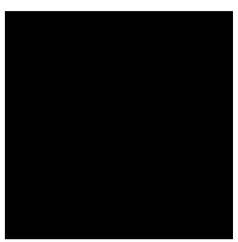
THIS ROOM WILL NOT INCLUDE A WARDROBE



LAMINATE
FAWN CYPRESS



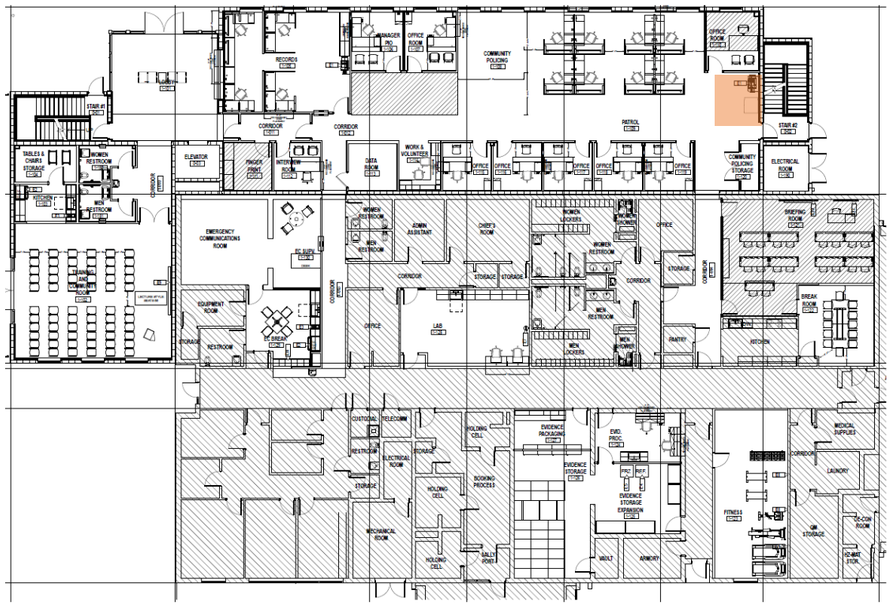
PULLS
SWEEP
SATIN NICKEL



GROMMETS
BLACK
(NO OTHER
OPTIONS)

*Images, materials, and renderings are for visual purposes only. Final finishes may affect final price. Client must review physical finish samples before placing order.

PRINTER STORAGE



KEY PLAN



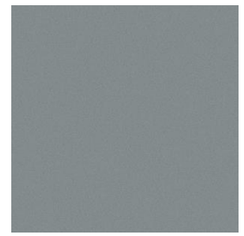
HON FLAGSHIP METAL STORAGE 36W X 18D X 42H



LAMINATE
FAWN CYPRESS



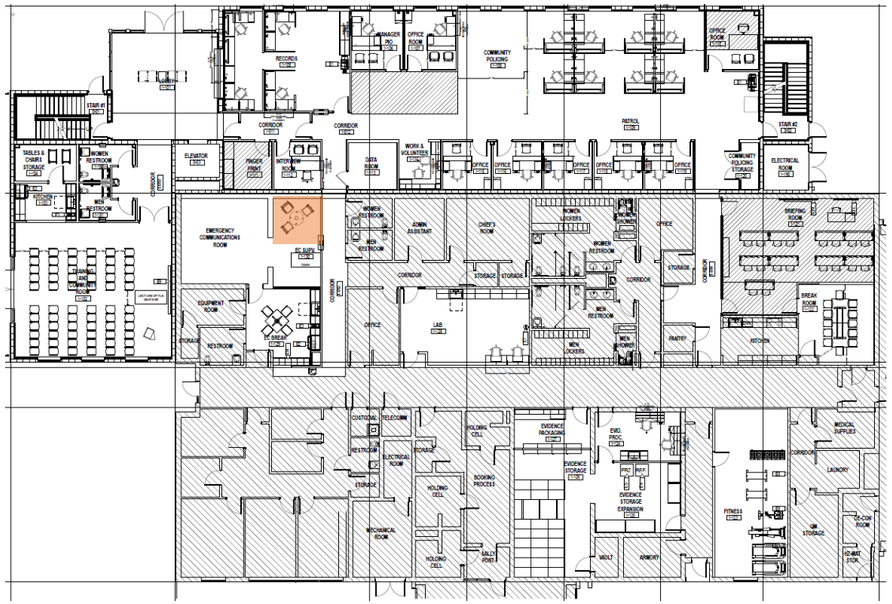
PULLS
SWEEP
SATIN NICKEL



PAINT
TITANIUM

*Images, materials, and renderings are for visual purposes only. Final finishes may affect final price. Client must review physical finish samples before placing order.

EC SUPV. 1-130



KEY PLAN

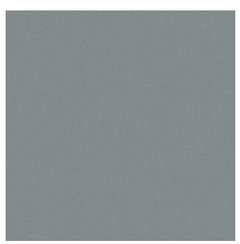


- QTY (1) ROUND TABLE, NO POWER
- QTY (1) CHAIR WITH ARMS
- QTY (2) CHAIRS WITHOUT ARMS

HON PRESIDE TABLE 36" DIA



LAMINATE
FAWN CYPRESS

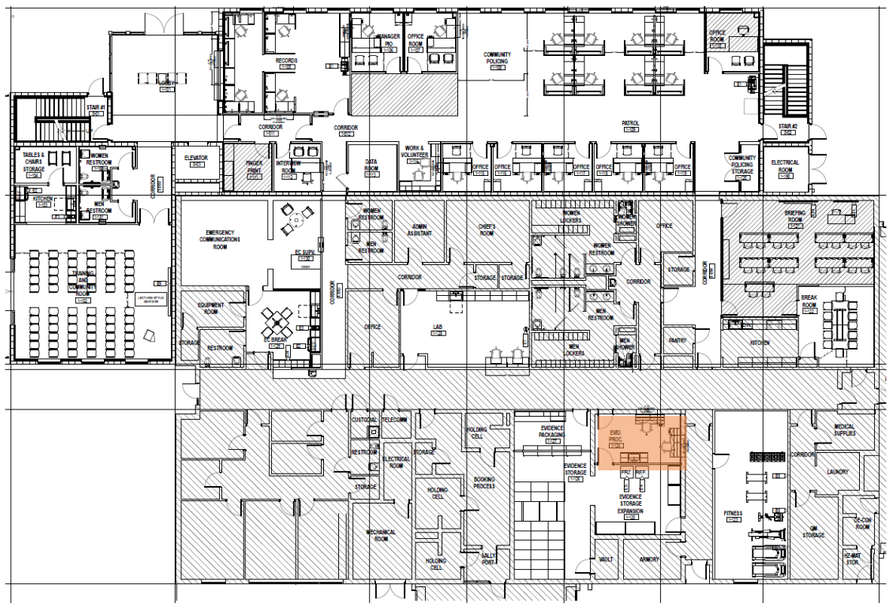


BASE
TEXTURED
TITANIUM

*Images, materials, and renderings are for visual purposes only. Final finishes may affect final price. Client must review physical finish samples before placing order.

EVIDENCE PROCESSING 1-124

jcwhite
architectural interior products



KEY PLAN



HON 10500 SERIES CASEGOODS, EACH 72"W X 24"D



LAMINATE
FAWN CYPRESS



PULLS
SWEEP
SATIN NICKEL



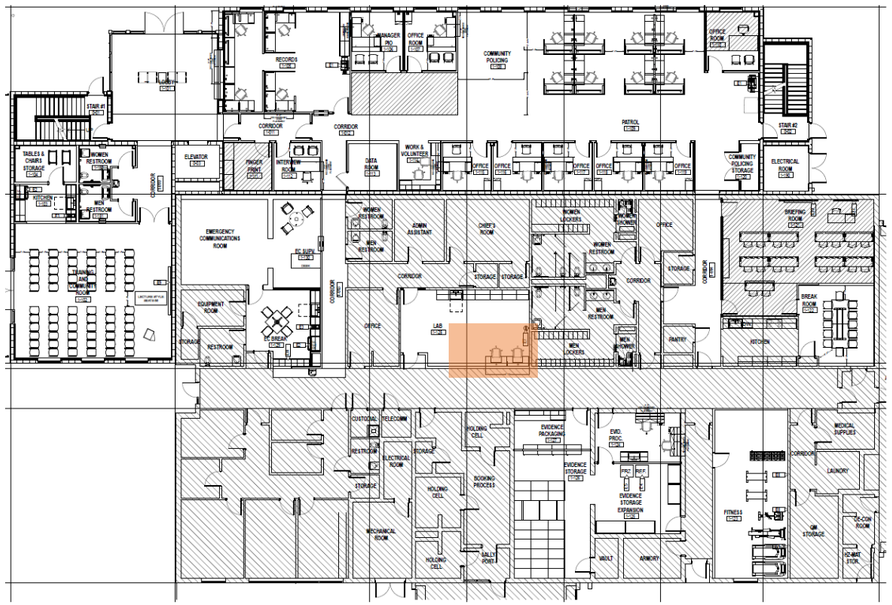
GROMMETS
BLACK
(NO OTHER OPTIONS)



TACKBOARD
LANDSCAPE
URBAN

Images, materials, and renderings are for visual purposes only. Final finishes may affect final price. Client must review physical finish samples before placing order.

LAB 1-128



KEY PLAN

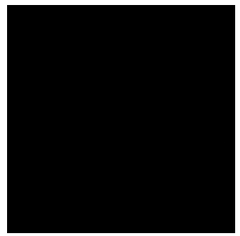


METAL PENCIL DRAWERS

HON CONCINNITY CASEGOODS, 9'W X 24"D OVERALL



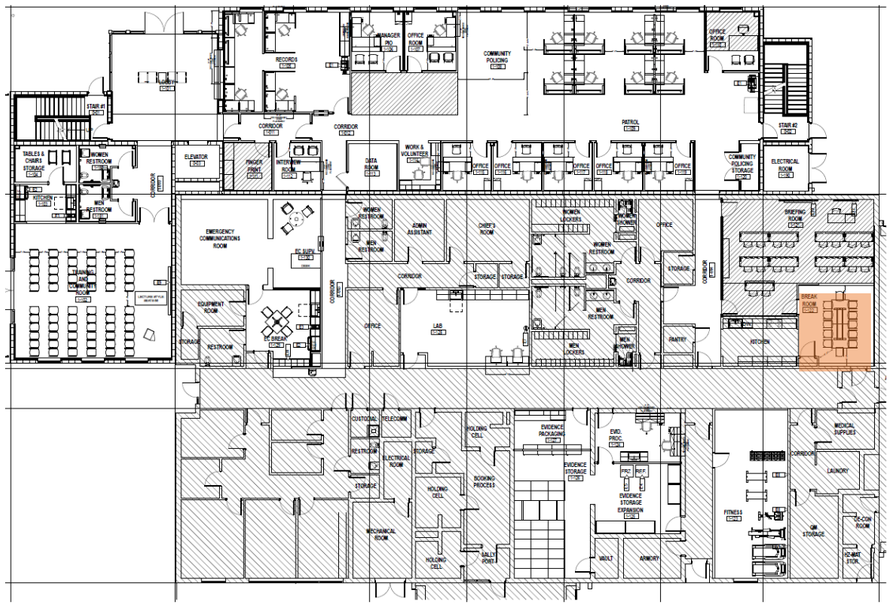
LAMINATE
FAWN CYPRESS



GROMMETS & METAL PENCIL DRAWER
BLACK

*Images, materials, and renderings are for visual purposes only. Final finishes may affect final price. Client must review physical finish samples before placing order.

BREAKROOM 1-122



KEY PLAN



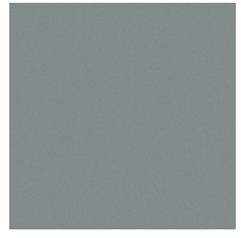
CHAIRS COME IN CARTONS OF 4, SO THIS ROOM WILL INCLUDE 2 EXTRA CHAIRS, AS SHOWN ABOVE



HON PRESIDE TABLE 42" X 120"

HON MOTIVATE STACKING CHAIR, ARMLESS

LAMINATE
LOFT



BASE
TEXTURED TITANIUM



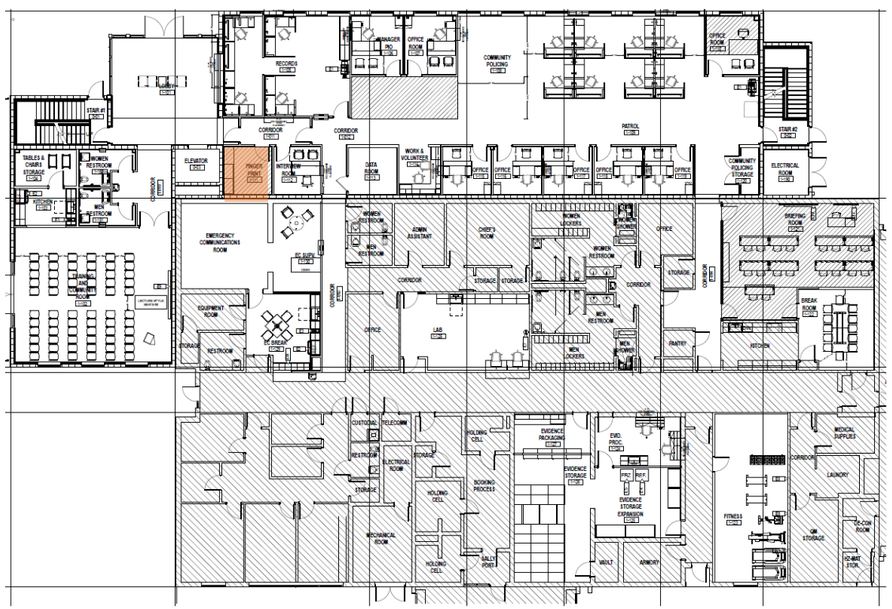
PLASTIC
SURF



LEGS
CHROME

*Images, materials, and renderings are for visual purposes only. Final finishes may affect final price. Client must review physical finish samples before placing order.

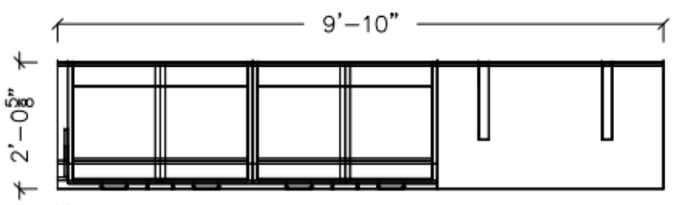
FINGERPRINT 1-111



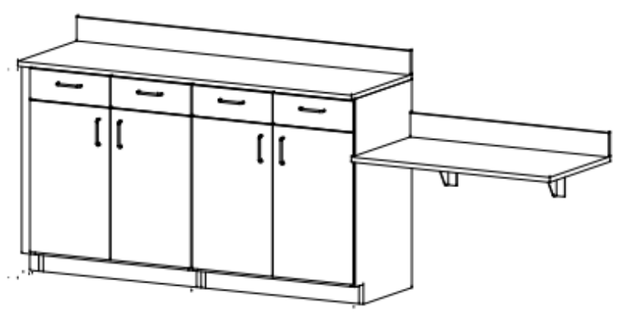
KEY PLAN

GROUPE LACASSE

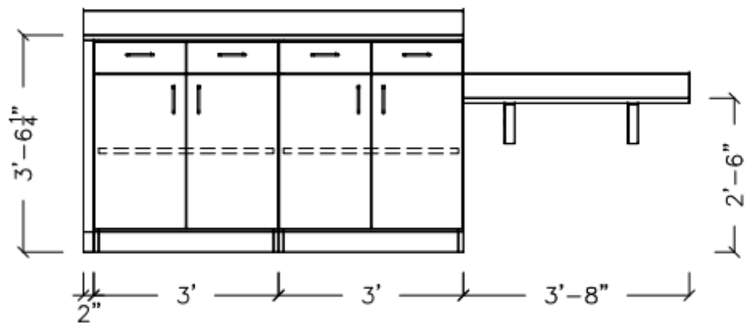
GENERAL NOTES
- Filler panels to be field cut
- Verify site dimensions prior to order



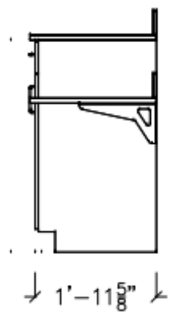
PLAN VIEW
NOT TO SCALE



3D VIEW
NOT TO SCALE



FRONT VIEW
NOT TO SCALE



SIDE VIEW
NOT TO SCALE

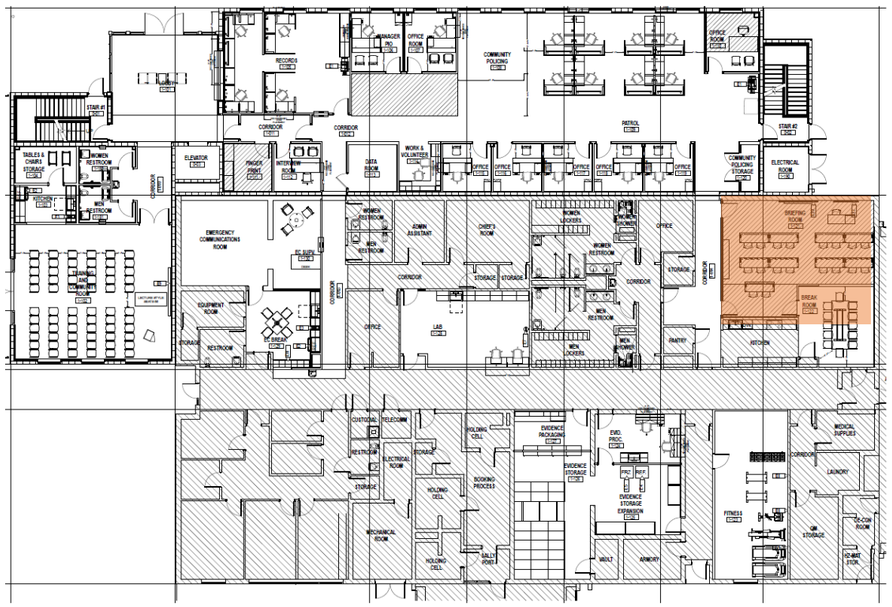
LACASSE CUSTOM CASEGOODS

LAMINATE
TBD

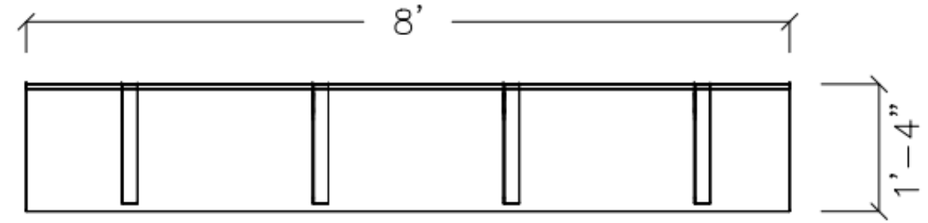
*Images, materials, and renderings are for visual purposes only. Final finishes may affect final price. Client must review physical finish samples before placing order.

BRIEFING ROOM 1-121

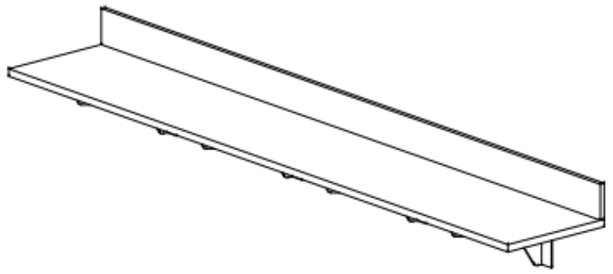
jcwhite
architectural interior products



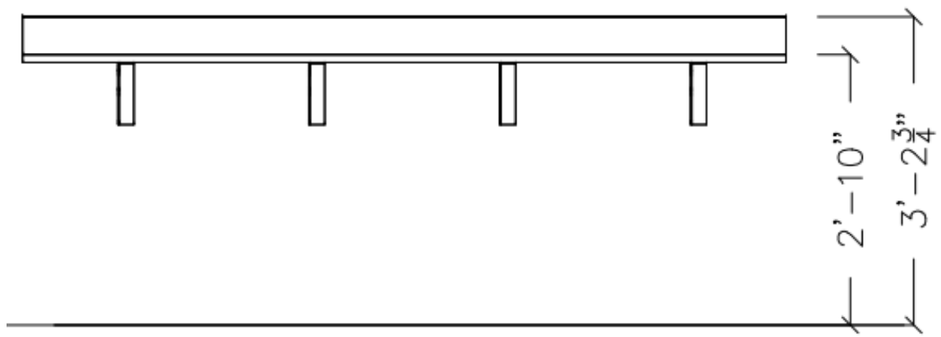
KEY PLAN



PLAN VIEW
NOT TO SCALE



3D VIEW
NOT TO SCALE



FRONT VIEW
NOT TO SCALE

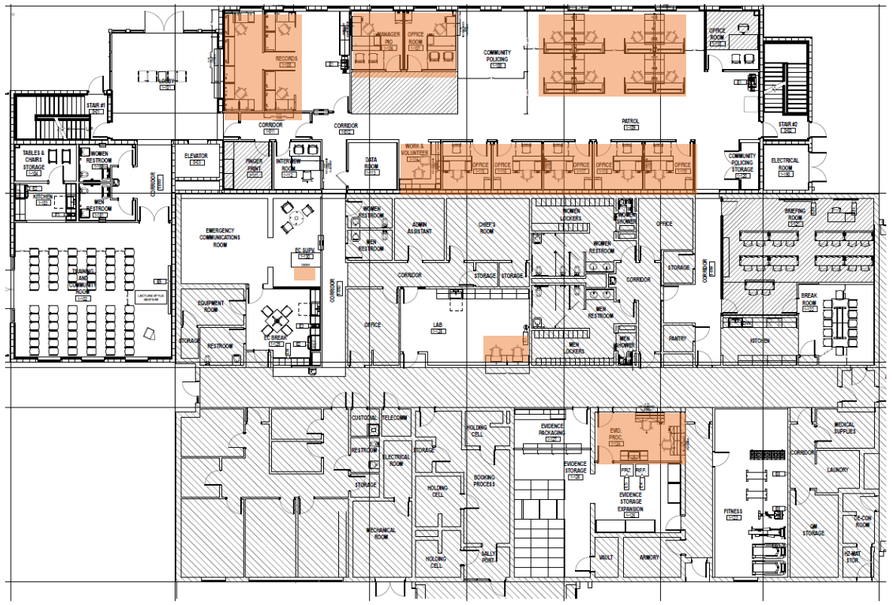
GENERAL NOTES
–Verify site dimensions prior to order

LACASSE CUSTOM CASEGOODS

LAMINATE
TBD

*Images, materials, and renderings are for visual purposes only. Final finishes may affect final price. Client must review physical finish samples before placing order.

TASK CHAIR STYLE A



KEY PLAN



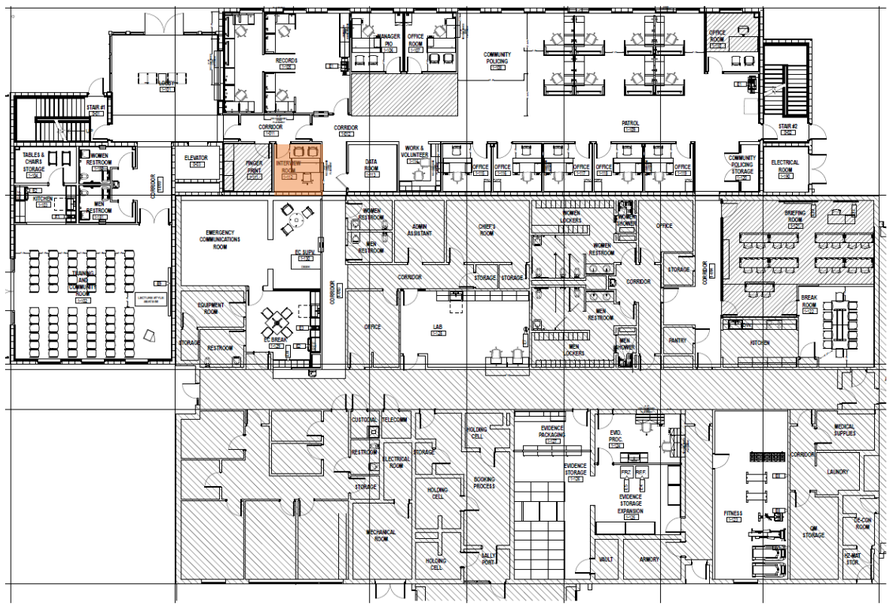
OM SIMPLE HIGH BACK TASK CHAIR WITH HEIGHT & WIDTH ADJUSTABLE T ARMS

FABRIC
TBD

FRAME
BLACK

*Images, materials, and renderings are for visual purposes only. Final finishes may affect final price. Client must review physical finish samples before placing order.

TASK CHAIR STYLE B



KEY PLAN



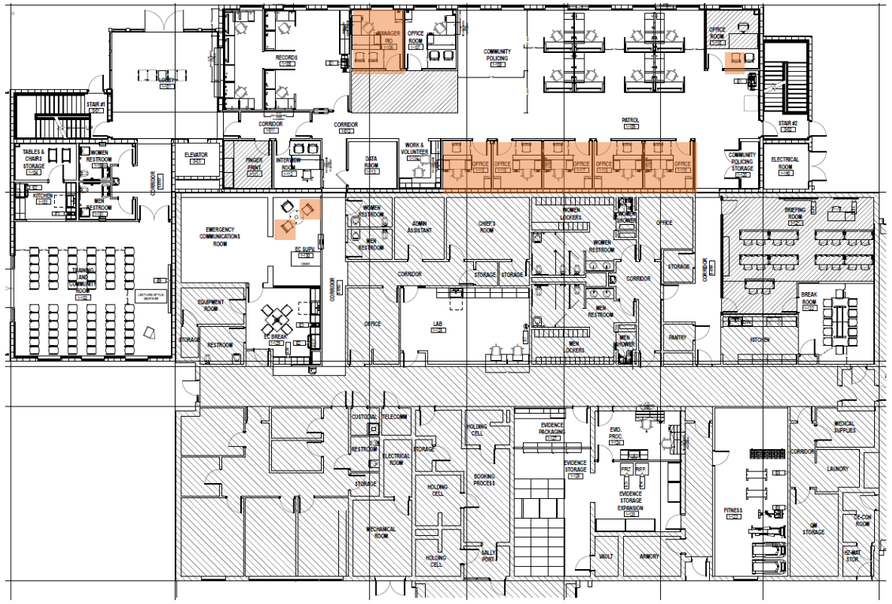
OM SIMPLE TASK, ARMLESS

FABRIC
TBD

FRAME
BLACK

*Images, materials, and renderings are for visual purposes only. Final finishes may affect final price. Client must review physical finish samples before placing order.

GUEST CHAIR STYLE A



KEY PLAN

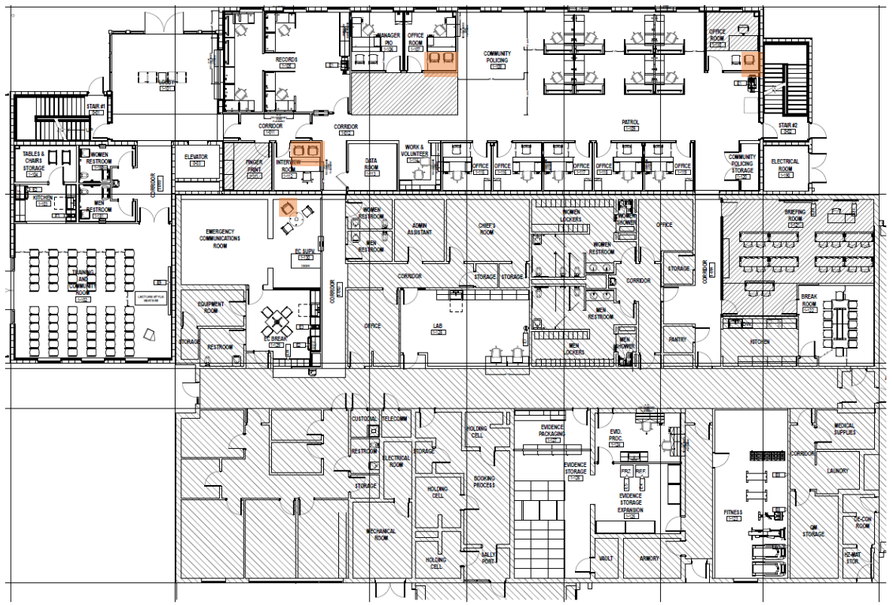


HON GUEST, ARMLESS

FABRIC	**MESH**	**FRAME**
TBD	TBD	TBD

*Images, materials, and renderings are for visual purposes only. Final finishes may affect final price. Client must review physical finish samples before placing order.

GUEST CHAIR STYLE B



KEY PLAN

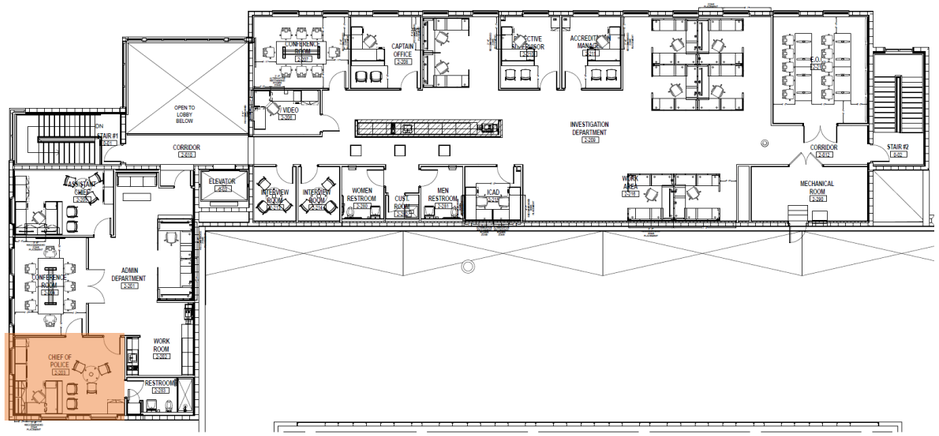


HON GUEST, FIXED ARMS

FABRIC	MESH	FRAME
TBD	TBD	TBD

*Images, materials, and renderings are for visual purposes only. Final finishes may affect final price. Client must review physical finish samples before placing order.

CHIEF'S OFFICE



KEY PLAN







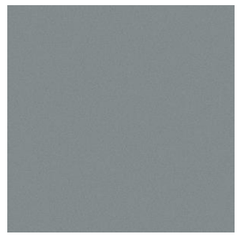
WARDROBE IS FROM HON'S VALIDO LINE AND WILL INCLUDE A RIBBON EDGE DETAIL AT TOP. DESKS ARE FROM HON'S 10500 SERIES AND WILL NOT FEATURE THIS RIBBON EDGE.

HON PRESIDE TABLE, 36" DIA.

HON 10500 SERIES CASEGOODS



LAMINATE
FAWN CYPRESS



BASE
TEXTURED
TITANIUM



LAMINATE
FAWN CYPRESS



PULLS
SWEEP
SATIN NICKEL



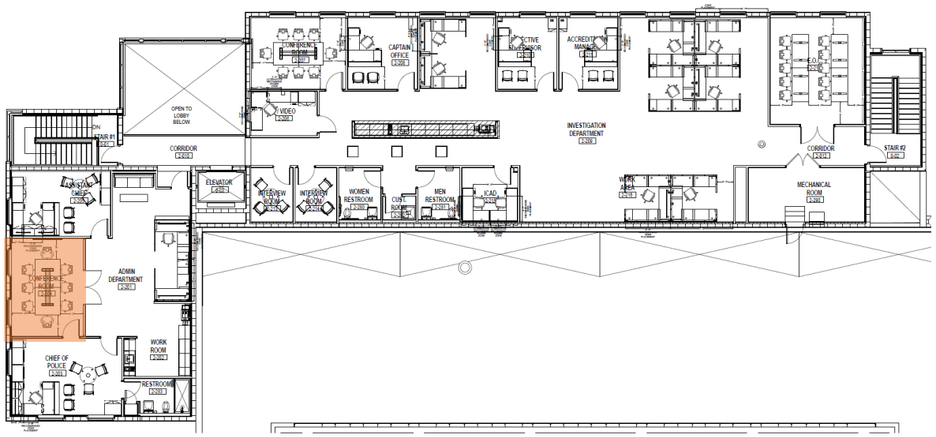
GROMMETS
BLACK
(NO OTHER
OPTIONS)



TACKBOARD
LANDSCAPE
URBAN

*Images, materials, and renderings are for visual purposes only. Final finishes may affect final price. Client must review physical finish samples before placing order.

CHIEF'S CONFERENCE



KEY PLAN



CONFERENCE 2-204
48" X 120"
KNIFE EDGE
8 CHAIRS



QTY 2



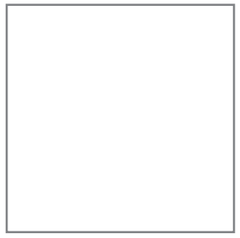
QTY 6

HON PRESIDE TABLE 120" X 54", NO POWER

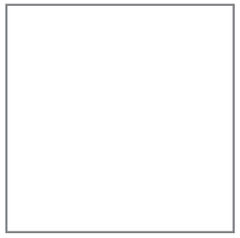


LAMINATE
FAWN CYPRESS

HON IGNITION 2.0 CONFERENCE CHAIR,
2 ARMS, 6 ARMLES



FABRIC
TBD



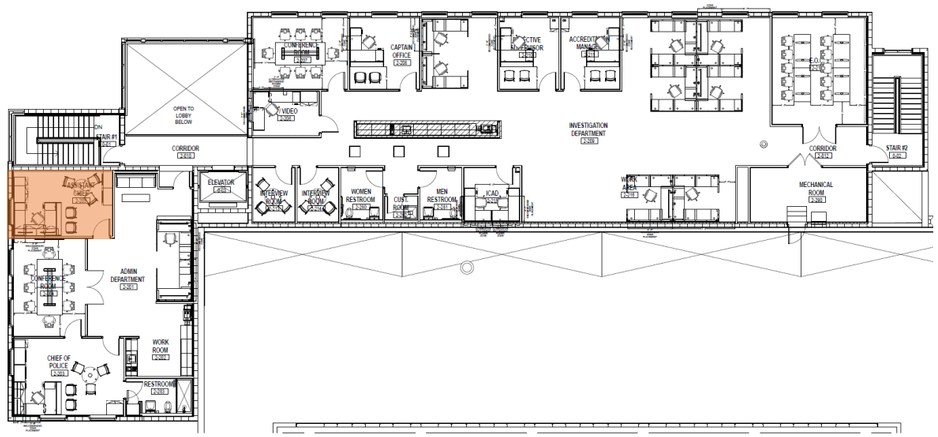
MESH BACK
TBD



FRAME
BLACK

*Images, materials, and renderings are for visual purposes only. Final finishes may affect final price. Client must review physical finish samples before placing order.

ASSISTANT CHIEF'S OFFICE



KEY PLAN







WARDROBE IS FROM HON'S VALIDO LINE AND WILL INCLUDE A RIBBON EDGE DETAIL AT TOP. DESKS ARE FROM HON'S 10500 SERIES AND WILL NOT FEATURE THIS RIBBON EDGE.

HON PRESIDE TABLE, 36" DIA.

HON 10500 SERIES CASEGOODS



LAMINATE
FAWN CYPRESS



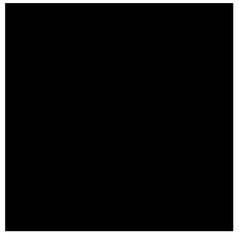
BASE
TEXTURED
TITANIUM



LAMINATE
FAWN CYPRESS



PULLS
SWEEP
SATIN NICKEL



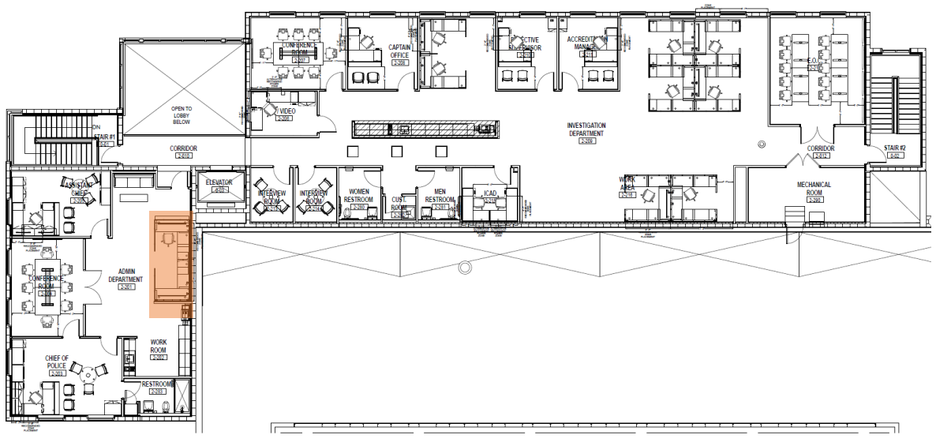
GROMMETS
BLACK
(NO OTHER
OPTIONS)



TACKBOARD
LANDSCAPE
URBAN

*Images, materials, and renderings are for visual purposes only. Final finishes may affect final price. Client must review physical finish samples before placing order.

ADMIN WORKSTATION



KEY PLAN



HON ACCELERATE SYSTEMS



PANEL FABRIC
LANDSCAPE
URBAN



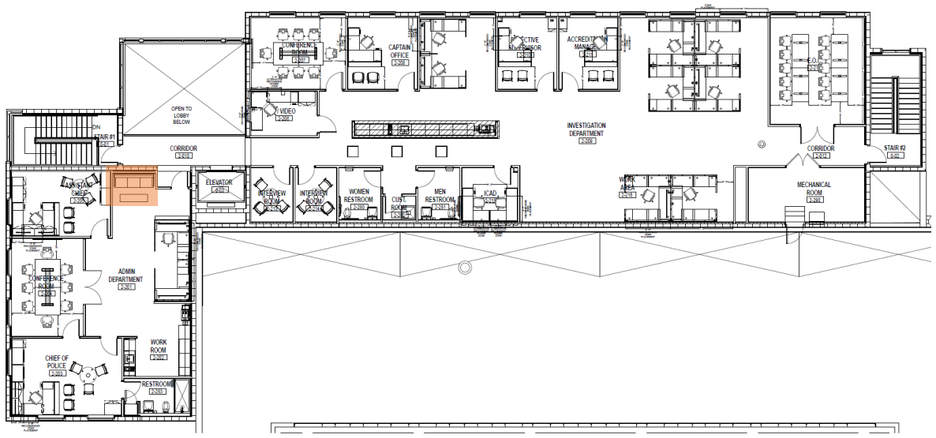
METAL PAINT & GROMMETS
TITANIUM



LAMINATE
FAWN CYPRESS

**Images, materials, and renderings are for visual purposes only. Final finishes may affect final price. Client must review physical finish samples before placing order.*

ADMIN LOUNGE



KEY PLAN



HON ASTIR SOFA

FAUX LEATHER
CONTOURETT
MARINE

LEGS
TEXTURED
TITANIUM

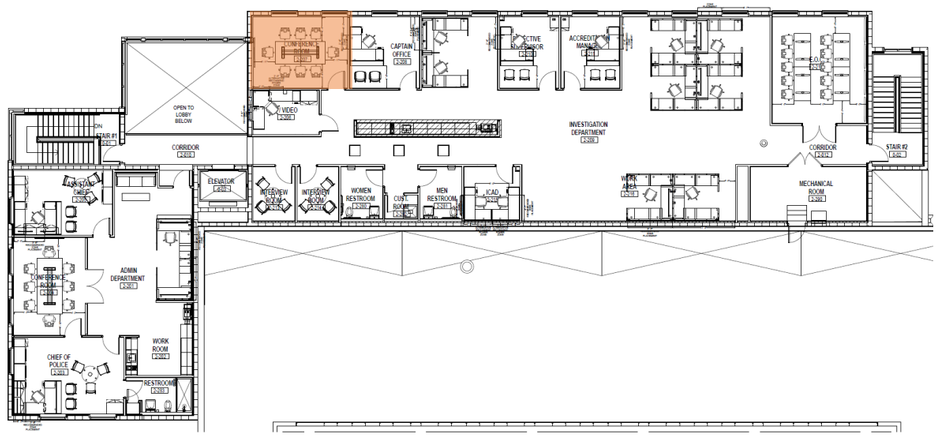
HON SULPT COFFEE TABLE

LAMINATE
FAWN CYPRESS

METAL LEG
TITANIUM

*Images, materials, and renderings are for visual purposes only. Final finishes may affect final price. Client must review physical finish samples before placing order.

CONFERENCE 2-207



KEY PLAN





CONFERENCE 2-207
48" X 108"
2MM FLAT EDGE
8 CHAIRS

HON PRESIDE TABLE, NO POWER

HON IGNITION 2.0 NO ARMS



LAMINATE
FAWN CYPRESS

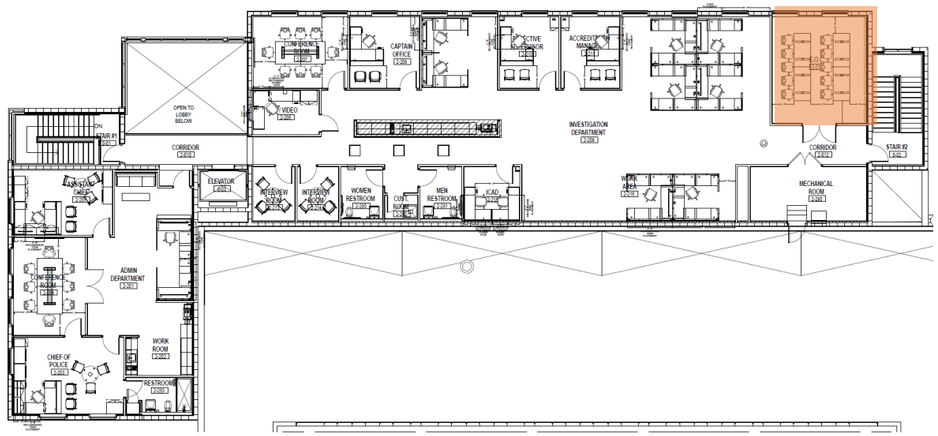
FABRIC
TBD

BACK STITCH
TBD

FRAME
BLACK

*Images, materials, and renderings are for visual purposes only. Final finishes may affect final price. Client must review physical finish samples before placing order.

CONFERENCE 2-212



KEY PLAN



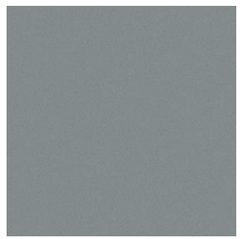
CONFERENCE 2-212
QTY (4) 72 X 30 TRAINING TABLES, NESTING
2MM FLAT EDGE
10 CHAIRS



HON BETWEEN TABLES,
NO POWER

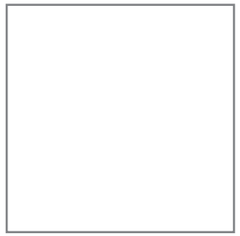


LAMINATE
FAWN CYPRESS

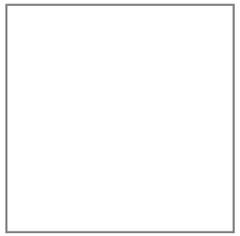


BASE
TITANIUM

HON IGNITION 2.0 NO ARMS



FABRIC
TBD



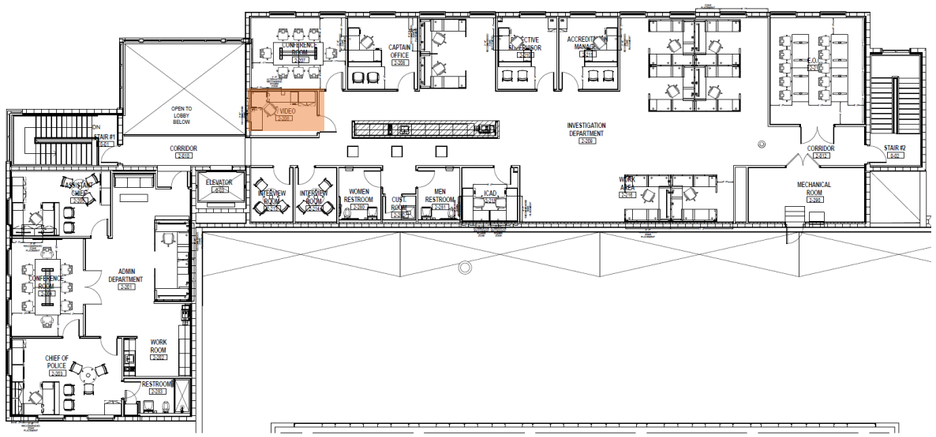
BACK STITCH
TBD



FRAME
BLACK

*Images, materials, and renderings are for visual purposes only. Final finishes may affect final price. Client must review physical finish samples before placing order.

IT/VIDEO 2-206



KEY PLAN



REFERENCE SEATING PAGES FOR
UPDATED SEATING SELECTIONS

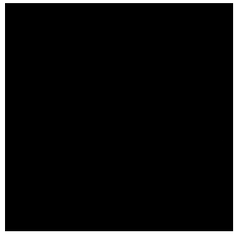
HON 10500 SERIES CASEGOODS



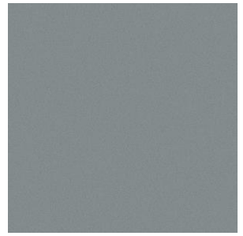
LAMINATE
FAWN CYPRESS



PULLS
SWEEP
SATIN NICKEL



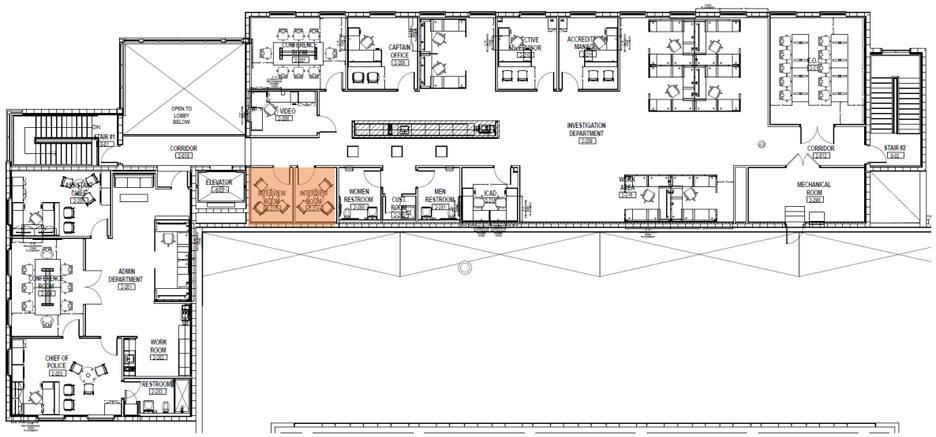
GROMMETS
BLACK
(NO OTHER
OPTIONS)



LEG
TEXTURED
TITANIUM

Images, materials, and renderings are for visual purposes only. Final finishes may affect final price. Client must review physical finish samples before placing order.

INTERVIEW ROOMS STYLE C



KEY PLAN

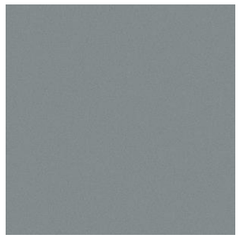


EACH ROOM INCLUDES:
- QTY (1) WITH ARMS
- QTY (2) WITHOUT ARMS

HON PRESIDE TABLE 36" DIA



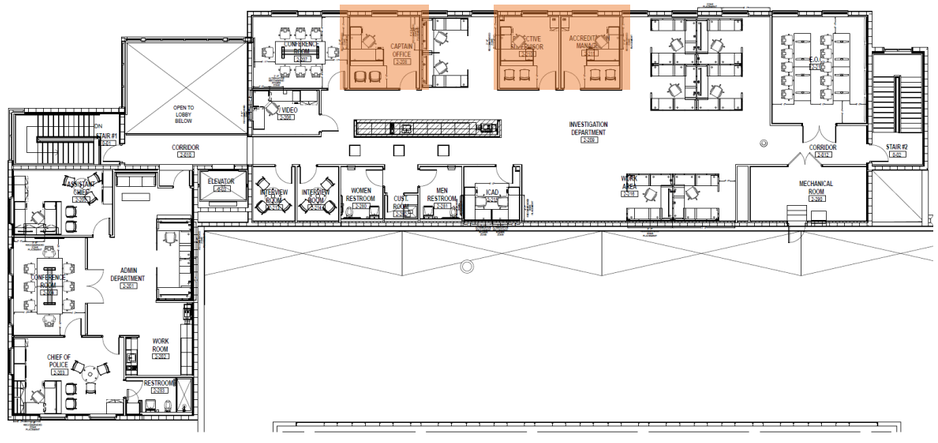
LAMINATE
FAWN CYPRESS



BASE
TEXTURED
TITANIUM

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OFFICES 2-208, 2-210 & 2-211



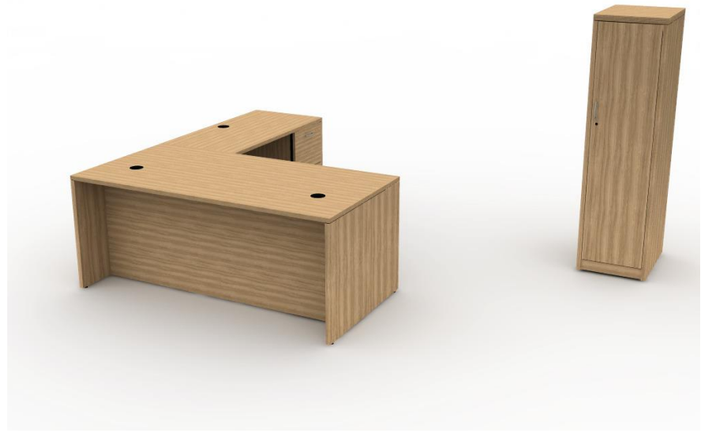
KEY PLAN







WARDROBE IS FROM HON'S VALIDO LINE AND WILL INCLUDE A RIBBON EDGE DETAIL AT TOP. DESKS ARE FROM HON'S 10500 SERIES AND WILL NOT FEATURE THIS RIBBON EDGE.



HON 10500 SERIES CASEGOODS



LAMINATE
FAWN CYPRESS



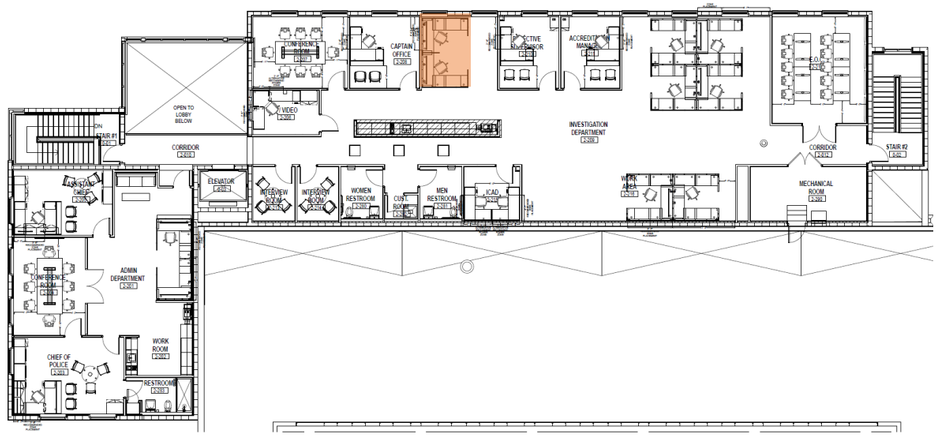
PULLS
SWEEP
SATIN NICKEL



GROMMETS
BLACK
(NO OTHER OPTIONS)

*Images, materials, and renderings are for visual purposes only. Final finishes may affect final price. Client must review physical finish samples before placing order.

6X8 WORKSTATIONS



KEY PLAN

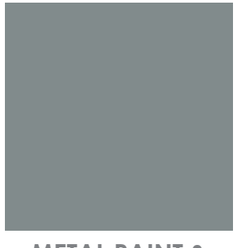


REFERENCE SEATING PAGES FOR
UPDATED SEATING SELECTIONS

HON ACCELERATE SYSTEMS



PANEL FABRIC
LANDSCAPE
URBAN

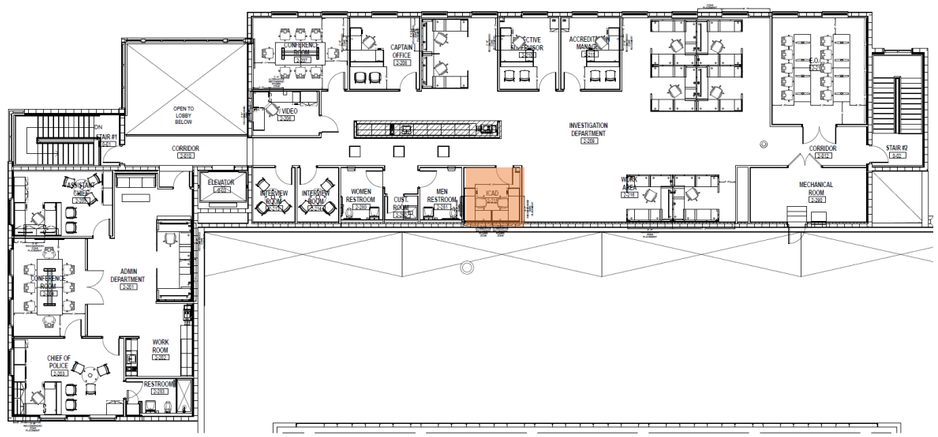


METAL PAINT & GROMMETS
TITANIUM



LAMINATE
FAWN CYPRESS

*Images, materials, and renderings are for visual purposes only. Final finishes may affect final price. Client must review physical finish samples before placing order.



KEY PLAN



HON 10500 SERIES CASEGOODS

REFERENCE SEATING PAGES FOR
UPDATED SEATING SELECTIONS



LAMINATE
FAWN CYPRESS



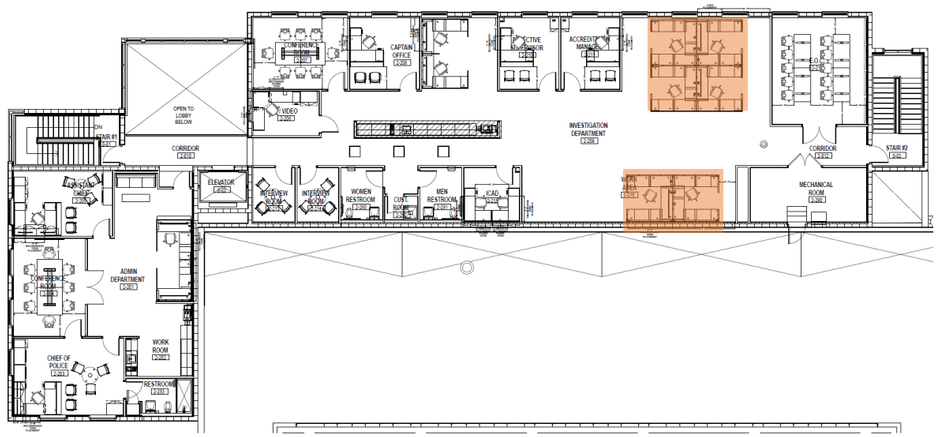
PULLS
SWEEP
SATIN NICKEL



GROMMETS
BLACK
(NO OTHER
OPTIONS)

Images, materials, and renderings are for visual purposes only. Final finishes may affect final price. Client must review physical finish samples before placing order.

8X8 WORKSTATIONS



KEY PLAN



*THE ABOVE IMAGE SHOWS TYPICAL CONFIGURATION.
REFERENCE 2D FLOORPLAN FOR EXACT LAYOUT

REFERENCE SEATING PAGES FOR
UPDATED SEATING SELECTIONS

HON ACCELERATE SYSTEMS



PANEL FABRIC
LANDSCAPE
URBAN



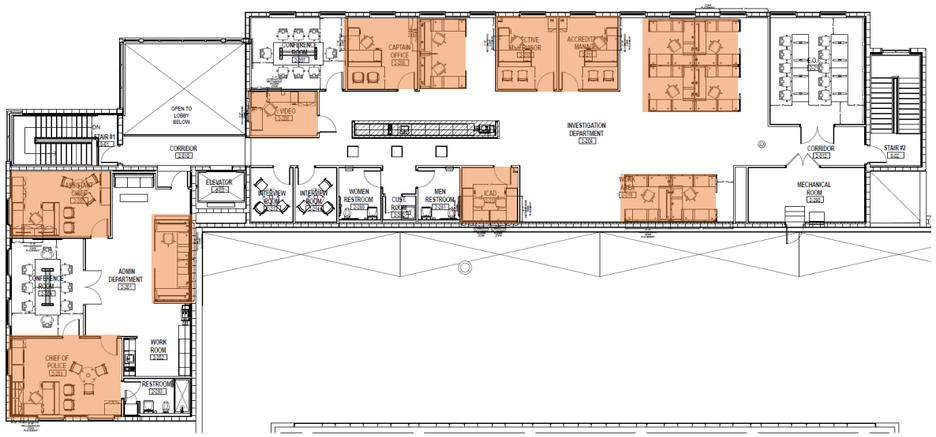
METAL PAINT & GROMMETS
TITANIUM



LAMINATE
FAWN CYPRESS

Images, materials, and renderings are for visual purposes only. Final finishes may affect final price. Client must review physical finish samples before placing order.

TASK CHAIR STYLE A



KEY PLAN



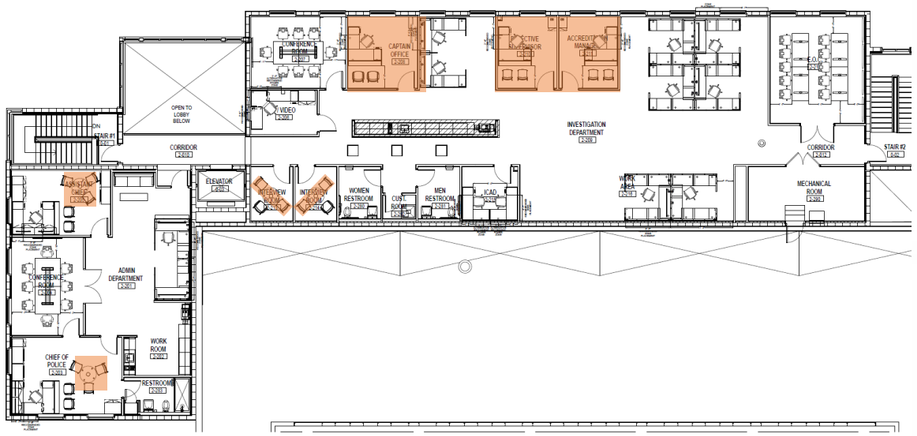
OM SIMPLE HIGH BACK TASK CHAIR WITH HEIGHT & WIDTH ADJUSTABLE T ARMS

FABRIC
TBD

FRAME
BLACK

*Images, materials, and renderings are for visual purposes only. Final finishes may affect final price. Client must review physical finish samples before placing order.

GUEST CHAIR STYLE A



KEY PLAN



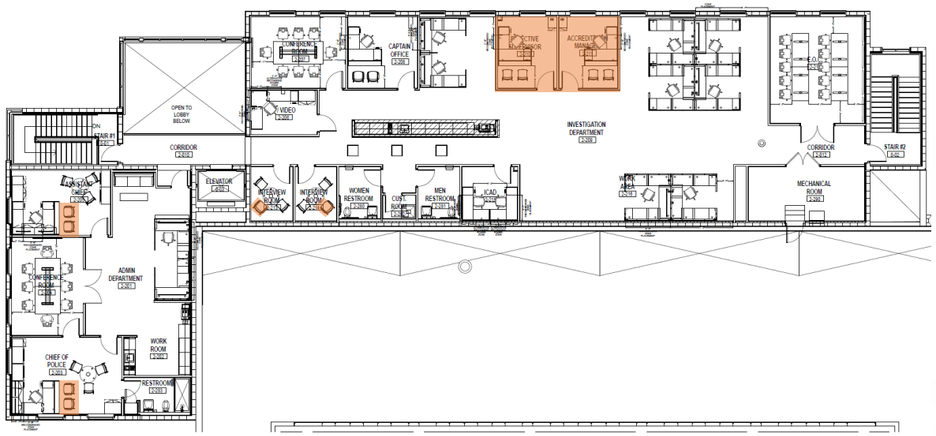
HON GUEST, ARMLESS

FABRIC	MESH	FRAME
TBD	TBD	TBD

**Images, materials, and renderings are for visual purposes only. Final finishes may affect final price. Client must review physical finish samples before placing order.*

GUEST CHAIR STYLE B

jcwhite
architectural interior products



KEY PLAN



HON GUEST, WITH ARMS

FABRIC	MESH	FRAME
TBD	TBD	TBD

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info@jcwhite.com

JC White Architectural Interior Products
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West Palm Beach, Fl 33401
P: 561-848-4982
info@jcwhite.com

Village of Palm Springs

Executive Brief

AGENDA DATE: July 10, 2025

DEPARTMENT: Utilities

ITEM #9: Approve Amendment No. 02 to Work Authorization No.CH-U01- Utilities Operations Building - Task Order No. 331 - Utilities Department – CHA Solutions.

SUMMARY: After an assessment of the initial civil design of the Utilities Operations Building (Task Order No. 331), the Utilities Department discovered that the original conceptual design did not include adequate space for administrative staff or an inventory warehouse. To better accommodate operational requirements, the building's square footage must be increased. This expansion will necessitate additional design and architectural services to incorporate the approved changes.

We are requesting an amendment to the original Work Authorization No. CH-U01, which will include an additional cost of $88,492.00. This amendment covers the following:

- An increase in the cost of design services.
- An extension of an additional 60 days for design and permitting services related to the change in scope.

The Village Council is asked to approve Work Authorization CH-UH01.2 (Amendment No. 02) at a cost not to exceed $88,492.00. This amendment will support all necessary professional engineering services and related tasks associated with the Utilities Operations Building (Task Order No. 331), provided by CHA Consultants, the Village's contracted engineering firm.

The proposed Work Authorization CH-UH01. 2 (Amendment No. 02) was prepared by CHA Consultants and reviewed by the Utilities Director, the Utilities Assistant Director, and the Project Manager.

FISCAL IMPACT:
Work Authorization CH-UH01.2 (Amendment No.02) for the Utilities Operations Building (Task Order No.331) will be funded from account No. 41336-56200 and will increase from $437,873.88.to $526,365.88 with an additional 60 calendar days, original days being 331 and proposed days being 421.

ATTACHMENTS:
1. Proposed Work Authorization CH-U01.2 - CHA Consulting
2. Fiscal Impact
3. Executed Amendment No.01 - WA No. CH-U01.1
4. Executed Original Work Authorization - No. CH-U01

May 30, 2025
081588.000

Mr. Andrew Klausner
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

Dear Mr. Klausner:

Reference: Work Authorization Amendment No. 2
Utilities EOC Ops Building at Main WTP
Task Order #331

This Work Authorization Amendment is being submitted to increase the fee for the Design Package A & B Scope of Work of Task Order 331. These fees are to provide Project Management services for the additional services and reimburse the consultant for the additional scope of work identified in the attached document. The services to be provided are as follows:

1. CHA to provide additional Project Management Services.

2. CSA Architects to provide additional design services for the approved change of square footage of the Operations Building.

For the services summarized above, we request an **additional Lump Sum Fee of $88,492.00 under Task Order #331**. The attached Work Authorization Amendment provides a breakdown of the and description of the expenses.

If you have any questions or require additional information pertaining to the attached documents or the project in general, please do not hesitate to contact me.

Sincerely,

Douglas K. Hammann, P.E.

Encl.

Attachments:

☐ Revision Fee Breakdown

☐ Revised Schedule

☒ Other: Work Authorization Amendment

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

VILLAGE OF PALM SPRINGS

WORK AUTHORIZATION AMENDMENT

DATE : **June 9, 2025** VILLAGE RFQ. NO.: **2024R-001**

WORK AUTHORIZATION NO.: **CH-U01.2** FOR CONSULTING SERVICES

TASK ORDER (PROJECT) NO.: **331** G/L CODE: **41336-56200**

CHA CONSULTING, INC. PROJECT NO.: **081588.000**

PROJECT TITLE: **Utilities EOC Ops Building at Main WTP**

This Work Authorization Amendment, 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 CHA Consulting, Inc. ("CONSULTANT") hereafter referred to as the Agreement.

I. DESCRIPTION

A Scope of Services Revision to request additional fee be incorporated into the Design Package A & B Scope of Work for TO 331, for the CONSULTANT to provide additional project management services and to reimburse the CONSULTANT for additional architectural design services.

II. SCOPE OF SERVICES REVISION

The following is a description of the modifications to the scope of TO 331 under this Work Authorization Amendment due to the increase of building square footage through the design phase of this project.

Attachment 5- Compensation and Payment

This attachment addresses the CONSULTANT's increase to contract cost during the design phase of TO 331 to Task D1- Project Administration/Management and Reimbursable Expenses and Subconsultants. This Work Authorization Amendment proposes to increase the CONSULTANT's fee under Task D1 and reimbursable expenses associated with architectural design services under Expense Item 5.

III. DELIVERABLES

DESIGN PHASE

A. Project Administration/Management

i. As outlined in the original Task Order.

B. Architect
   i. As outlined in the attachment.

IV. SCHEDULE

The CONSULTANT is requesting that 60 days be added to the project design phase schedule to accommodate additional time required to complete the scope of work.

Table 1 Schedule

Activity	Original Cumulative Time to Complete (Calendar Days)	Previously Approved Cumulative Time to Complete (Calendar Days) [1]	Proposed Cumulative Time to Complete (Calendar Days) [2]
Design/Permitting Phase	331	361	421

(1) Approved Schedule as of CH-U01.1– 30 Calendar Days
(2) Proposed Schedule as of CH-U01.2 – 60 Calendar Days

V. COMPENSATION AND PAYMENT

The CONSULTANT will perform the tasks as outlined in the scope of services revision for the Lump Sum Fee of $88,492.00 as outlined in Table 2, below, and further detail in Attachment 5.

TABLE 2

ADDITIONAL BUDGET

Description	Total
D1- Project Administration/Management	$8,032.00
Reimbursable Expenses (Architect)	$80,460.00
TOTAL	$88,492.00

VI. ASSUMPTIONS

Assumptions, items not included, are per original Task Order 331.

VII. AGREEMENT REFERENCE

The work authorized under this Work Authorization Amendment shall be performed under the terms and conditions described within the Professional Services Agreement dated June 13, 2024, by and between the Village of Palm Springs ("VILLAGE") and CHA Consulting, Inc. ("CONSULTANT"). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

CHA CONSULTING, INC.

By: Douglas Hammann

Print Name: Douglas K. Hammann

Title: Senior Project Manager

VILLAGE OF PALM SPRINGS

By: _____

Date: _____

Village Attorney's Office

Approved as to form and legality

By: _____

(Required if over $25,000)

VILLAGE OF PALM SPRINGS

UTILITIES EOC OPS BUILDING AT MAIN WTP
TASK ORDER NO. 331
ATTACHMENT 5

DATE: June 18, 2024

I. PROJECT DESIGN SERVICES DIRECT LABOR

	TASK DESCRIPTION	PERSONNEL											
		Principal	Engineer 8	Engineer 5	Engineer 3	Engineer 2	Engineer 1	Technician 4	Technician 3	Technician 2	On Site Inspector	Administrative	
D1	Project Administration / Management	10	16									10	$8,032.00
D2	Data Gathering and Preliminary Coordination/Information												$0.00
D3	Storm Water and Civil Site Plans												$0.00
D4	Drawings and Engineering												$0.00
D5	Specification Preparartion												$0.00
D6	Prepare Opinions of Probable Construction Cost (OPCC)												$0.00
D7	Submit and Review (Quality Control)												$0.00
D8	Permit Preparation Assistance												$0.00
D9	Bidding Assistance Services												$0.00
D10	Bid Evaluation and Recommendation of Award Assistance												$0.00
D11	Architectural Design Services for the Utilities EOC Ops Building												$0.00
D12	Not Used												$0.00
	Total Hours	10	16	0	0	0	0	0	0	0	0	10	
	Rate	$292.00	$257.00	$195.00	$152.00	$138.00	$131.00	$172.00	$157.00	$132.00	$136.00	$100.00	
	Sub-Total Labor	$2,920.00	$4,112.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,000.00	
		TOTAL DESIGN PHASE DIRECT LABOR									$8,032.00		$8,032.00

II. REIMBURSABLE EXPENSES DESIGN PHASE

EXPENSE ITEM	EXPENSE TYPE	UNIT	NO. OF UNITS	COST PER UNIT	TOTAL COST
1	REPRODUCTION				
	Half Size drawings (11"x17")	EA	0	$24.00	$0.00
	Full Size drawings (22"x34")	EA	0	$64.80	$0.00
	Specification Booklets	EA	0	$23.50	$0.00
	Prepare CD's (Bid Documents)	EA	0	$10.00	$0.00
2	PHOTOCOPIES	EA	0	$0.20	$0.00
3	PLOTTING				
	22 X 34 (SET UP)	EA	0	$0.00	$0.00
	11 X 17 (SET UP)	EA	0	$0.00	$0.00
4	TRAVEL				
	MILEAGE	MILE	0	$0.670	$0.00
	TOLLS	TRIP	0	$0.00	$0.00
	HOTEL AND MEALS	DAY	0	$0.00	$0.00
5	SUBCONSULTANTS				
	SURVEY	LS	0	$0.00	$0.00
	ELECTRICAL	LS	0	$0.00	$0.00
	STRUCTURAL	LS	0	$0.00	$0.00
	GEOTECHNICAL	LS	0	$0.00	$0.00
	I & C PROGRAMMER	LS	0	$0.00	$0.00
	ASBESTOS INSPECTION	LS	0	$0.00	$0.00
	ARCHITECT	LS	1	$80,460.00	$80,460.00
				TOTAL DESIGN PHASE EXPENSES	$80,460.00

1/2 size per sheet = $ 0.50
Full size per sheet = $ 1.35
Spec per sheet = $ 0.10

GRAND TOTAL	$88,492.00
USE	$88,492.00

CURRIE SOWARDS AGUILA architects

Jess M. Sowards, AIA, LEED AP, Principal
José F. Jaramillo, AIA, LEED AP, Principal
Keith A. Beal, Principal

May 27, 2025

CHA Companies
4700 Riverside Drive
Suite 110
Coral Springs, Fl. 33067
Attn: Douglas Hammann, PE

Project: VILLAGE OF PALM SPRINGS – UTILITIES EOC OPERATIONS BUILDING AT MAIN WTP
Work Authorization No: CH-UH01
Task Order No: 331
Architect Project No: 240205

ADDITIONAL SERVICES AUTHORIZATION – 001

This Additional Services Authorization, when executed, shall be incorporated in and shall become an integral part of the Agreement dated October 8, 2024, between CHA (the Client) and CURRIE SOWARDS AGUILA ARCHITECTS (the Architect).

I. SCOPE OF SERVICES

Upon completion of the programming and schematic design/site plan approval tasks, the Village has requested an increase in building size from an approximate 10,000 square feet to 22,700 square feet. During the programming phase with the Village, the Village had determined that they required additional square feet to meet their needs. This additional square footage request occurred after the original fee was contracted (see attached before and after scope changes). Now that we have submitted for site plan approval, we believe this is the final layout and design as required by all stakeholders and therefore our team can provide the appropriate add services for this additional scope of work. The team had decided to wait until all requested changes to the original program has been finalized by the Village and no further changes were required by Planning and Zoning that affected the building footprint.

Additional time and effort from the Architect and their consultants (Mechanical, Electrical, Plumbing, Fire Protection and Structural Engineers) are required for this increased scope of work. On March 19, 2025, our office met with Planning and Zoning for a pre-application meeting. At this meeting, it was determined that a Site Plan Amendment Submittal would be required. Planning and Zoning also requested a presentation to the city commission for the proposed project. CSA did not include preparing a presentation and presenting the project to the city commission in our original proposal. With all the added scope of work and unforeseen deliverables required by Planning and Zoning, this may affect our overall project schedule, and more additional time may be needed for Bid Package "A" to be completed. CSA continues to work as quickly as possible to complete the project within the proposed schedule submitted by CHA. However, Planning and Zoning may affect our ability to meet proposed project deadline.

II. FEES

Task 2 – SCHEMATIC DESIGN/COST ESTIMATING	$ 7,300.00
Task 3 – SITE PLAN APPROVAL	$ 9,500.00
Task 4 – DESIGN DEVELOPMENT	$ 24,800.00
Task 5 – CONSTRUCTION DOCUMENTS	$ 32,700.00
Task 6 – BIDDING AND PERMITTING	$ 6,160.00
TOTAL	**$80,460.00**

III. SCHEDULE

As a result of the additional time and effort required, the A/E team is requesting an **additional 60 days** to complete the work associated with this additional service.

If agreeable, please sign and return a copy of this Additional Services Authorization in order for us to proceed with the work.

Client (Signature)	ARCHITECT (Signature)
(Printed name and title)	Jess M. Sowards, AIA President (Printed name and title)

Village of Palm Springs Operations Building Programming Outline

Original Programming Scope 1/2024 & 6/2024

A. Ground Floor;
    1. garage parking for 4 specialized utility vehicles
    2. conference room
    3. reception lobby
    4. public restrooms
    5. 8 private offices
    6. 4 crew team offices
    7. employee restrooms/lockers
    8. 2 break rooms,
    9. inventory rooms
    10. meter shop.
    11. Uniform storage room/area, near locker rooms.
    12. Garage storage areas/bays.
    13. (4) bays required to store VAC truck and other vehicles
    14. Inventory rooms
    15. Meter shop
B. Second Floor
    1. EOC center for 12 staff members with a conference room Estimated 20'x 15'
    2. plan review room
    3. radio room

Original scope of work programmed square footage 8,000

Final Programming Scope 9/2024

A. Ground Floor;
    1. Manager - Water Plant Office
    2. Manager – Field Office
    3. Crew Leader (4) Cubicles
    4. Electricians (4) Cubicles
    5. Compliance (4) Cubicles
    6. Copier Station
    7. Locker Rooms
    8. Restrooms
    9. Training/Conference Room 40 Occupants
    10. SCADA
    11. Kitchen/Breakroom
    12. Outdoor Picnic Area
    13. Water Plant Parts Storage
    14. Inventory Clerk Office
    15. Tool Lock-Up area
    16. Garage Space(1 Full Bay)
    17. Truck Wash Bay

Additional 1st Floor Programmed Spaces:

1. Training/Conference Room 40 Occupants
2. Outdoor Picnic Area
3. Water Plant Parts Storage larger

B. Second Floor
    1. Office Suite #1
        - Director Office
        - Director Bathroom Office
        - Assistant Director Office
        - Administrative Assistant Office
        - Conference Room
        - Copier Station
    2. Office Suite #2
        - Asset Manager Office
        - Purchasing Clerk Office
        - Buyer Office

- Copier Station
- Records Storage Room

3. Office Suite #3
    - Project Manager Office
    - Project Coordinator Office
    - Conference Room
    - Copier Station
4. (2) Satelite Offices
5. (2) Future Offices
6. Large Conference Room
7. Breakroom
8. Mezzanine

Additional 2nd Floor Programmed Spaces:

1. (7) Offices
2. Mezzanine
3. (2) additional Conference Rooms

Final programmed square footage 22,700

Fiscal Impact:

Work Authorization CH-UH01.2 (Amendment No.02) for the Utilities Operations Building (Task Order No.331) will be funded from account No. 41336-56200 and will increase from $437,873.88. to $526,365.88 with an additional 60 calendar days.

Original days being 331 and Proposed days being 421.

Activity	Original	Previously approved amendment No.1	Proposed increase this amendment No.2	Total Including all changes
Cost	$437,873.88	$3,850.00	$88,492.00	$530,215.88
Days	331	30	60	421

Village of Palm Springs

UTILITIES DEPARTMENT
MEMORANDUM

TO: Michael Bornstein

FROM: Andrew Klausner

RE: Utilities Operations Building TO#331

CC: Jimmie Johnson, Paul Ward

DATE: February 24, 2025

Dear Michael,

During the initial civil design of the Utilities Operations Building TO#331 an opportunity to utilize additional space for the relocation of fueling station has presented itself. This will require additional Survey and Geo Technical services. We are asking to amend the original work authorization #CH-U01 to include the additional cost of $3,850.00 associated with this. With this addition, Work Authorization # CH-U01 will increase from $437,873.88 to $441,723.88. Please see attached Proposal for your review and approval.

If you have any further questions or concerns, feel free to contact me at your earliest convenience.

Regards,

Andrew Klausner

Project Manager, Village of Palm Springs

VILLAGE OF PALM SPRINGS

EXTRA WORK AUTHORIZATION

DATE : **February 24, 2025** VILLAGE RFQ. NO.: **2024R-001**

WORK AUTHORIZATION NO.: **CH-U01** FOR CONSULTING SERVICES

TASK ORDER (PROJECT) NO.: **331** G/L CODE: **41336-56200**

CHA CONSULTING, INC. PROJECT NO.: **081588.000**

PROJECT TITLE: **Utilities EOC Ops Building at Main WTP**

This Extra Work Authorization, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated September 13, 2018, between the Village of Palm Springs ("VILLAGE"), and CHA Consulting, Inc. ("CONSULTANT") hereafter referred to as the Agreement.

I. DESCRIPTION

A Scope of Services Revision to request additional fee be incorporated into the Design Package B Scope of Work for TO 331, to reimburse the CONSULTANT for professional geotechnical and surveying services required to complete the project design phase.

II. SCOPE OF SERVICES REVISION

The following is a description of the modifications to the scope of TO 331 under this Extra Work Authorization associated with acquiring additional geotechnical and surveying services.

Attachment 5 Part II - Reimbursable Expenses and Subconsultants

This attachment addresses the CONSULTANT's reimbursable expenses during the design phase of TO 331. This Extra Work Authorization proposes to increase the CONSULTANT's reimbursable expenses associated with Survey and Geotechnical Subconsultants Under Expense Item 5.

III. DELIVERABLES

DESIGN PHASE

A. Survey

i. Electronic copies of a Boundary and Topographic survey consisting of a certified PDF and CAD file from Avirom & Associates, Inc.

B. Geotechnical

i. Electronic copies of a Report of Geotechnical Exploration from Nutting Engineers of Florida, Inc.

IV. SCHEDULE

The CONSULTANT is requesting that 30 days be added to the project design phase schedule to accommodate additional time required for the survey.

Table 1 Schedule

Activity	Original Cumulative Time to Complete (Calendar Days)	Proposed Cumulative Time to Complete (Calendar Days)
Design/Permitting Phase	331	361

V. COMPENSATION AND PAYMENT

The CONSULTANT will authorize Avirom & Associates Inc. and Nutting Engineers of Florida, Inc to perform the tasks necessary to produce the deliverables outlined in the Deliverables section for *additional* Not-To-Exceed Lump Sum Fees. The Not-To-Exceed Lump Fee for additional survey task will be $1,900.00 and the Not-To-Exceed Lump Fee for additional geotechnical task will be $1,950.00 respectively as outlined in Table [2] for a total amount of $3,850.00.

TABLE 2

ADDITIONAL REIMBURSABLE EXPENSES

Description	Total
Reimbursable Expenses (Surveying)	$1,900.00
Reimbursable Expenses (Geotechnical)	$1,950.00
TOTAL	$3,850.00

VI. ASSUMPTIONS

Assumptions, items not included, are per original Task Order 331.

VII. AGREEMENT REFERENCE

The work authorized under this Extra 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 CHA Consulting, Inc. ("CONSULTANT"). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

CHA CONSULTING, INC.

By: Douglas Hammann

Print Name: Douglas K. Hammann

Title: Senior Project Manager

VILLAGE OF PALM SPRINGS

By:

Date: 2/24/25

Village Attorney's Office

Approved as to form and legality

By: _____

(Required if over $25,000)

Village of Palm Springs

Executive Brief

AGENDA DATE: July 10, 2025

DEPARTMENT: Utilities

ITEM #10: Resolution No. 2025-43 - Contract Award – ITB No. 2025B-007 – Main WTP & Pratt WTP Miex and Slaker Roof and Gutter Replacement (TO No. 376 & TO #377) - Utilities Department – Creative Contracting Group.

SUMMARY: The Utilities Department needs to replace the roofing and gutter systems for the Lime Slaker and MIEX buildings at both the Pratt and Main Water Treatment Plants. The current roof systems of all four (4) buildings have reached their end of life, which leaves the Slaker and MIEX equipment susceptible to water damage. The Slaker building roofs were installed circa 1990 and the MIEX building roofs were installed in 2004. This project is essential to maintaining the integrity of the Slaker and MIEX systems, which are key components to the water treatment process.

The Utilities Department advertised the project for bid on April 30, 2025, and received the following seven (7) proposals.

Bid Proposals:

- **Creative Contracting Group** – $222,300
- **Poseidon Sales, LLC** - $261,450
- **Best Roofing Services, LLC** – $265,500
- **Grace Roofing & Sheet Metal Enterprise** – $303,040
- **Perkins Roofing Jupiter** – $273,006
- **Hi-Tech Roofing & Sheet Metal** – $327,235
- **Weather Guard Industries/SMJ Metals LLC** – $359,702.62

After reviewing these proposals, the Village recommends awarding the contract to Creative Contracting Group, identified as the lowest, most responsive, and responsible bidder, with a project cost not to exceed $222,300.00. This project will be funded by account No. 41336-56200 in the Utilities Department FY 2025 Budget - Water & Sewer Enterprise Fund.

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

FISCAL IMPACT:
The agreement with Creative Contracting Group for the Main WTP & Pratt WTP Miex and Slaker Roof and Gutter Replacement (TO #376 & TO #377) will be funded by Account No. 41336-56200 at a cost not to exceed $222,300. The FY2025 approved budget for this project is $230,000 ($115,000 Main WTP & $115,000 Pratt WTP).

ATTACHMENTS:

1. Resolution No. 2025-43 -Creative Contracting Group
2. Agreement - ITB No. 2025B-007 – Main WTP & Pratt WTP Miex and Slaker Roof and Gutter Replacement (TO No. 376 & TO #377) - Utilities Dept.
3. Bid Documents - ITB No. 2025B-007 – Main WTP & Pratt WTP Miex and Slaker Roof and Gutter Replacement (TO No. 376 & TO #377) - Utilities Department
4. Addendum No. 1 - ITB No. 2025B-007 – Main WTP & Pratt WTP Miex and Slaker Roof and Gutter Replacement (TO No. 376 & TO #377) - Utilities Department
5. Bid Tabulation Sheet - ITB No. 2025B-007 – Main WTP & Pratt WTP Miex and Slaker Roof and Gutter Replacement (TO No. 376 & TO #377) - Utilities Depart

RESOLUTION NO. 2025-43

A RESOLUTION OF THE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVE A CONTRACT AWARD TO CREATIVE CONTRACTING GROUP, FOR THE MIEX, SLACKER ROOF AND GUTTER REPLACEMENT PROJECT; AUTHORIZING THE MAYOR OR HER DESIGNEE TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Utilities Department needs to replace the roofing and gutter systems for the Lime Slaker and MIEX buildings at both the Pratt and Main Water Treatment Plants; and

WHEREAS, the current roof systems of all four (4) buildings have reached their end of life, which leaves the Slaker and MIEX equipment susceptible to water damage; and

WHEREAS, the Village advertised ITB No. 2025B-007 – **MAIN & PRATT WTP MIEX AND SLAKER BUILDINGS ROOF AND GUTTER REPLACEMENT** ("ITB") in the Palm Beach Post on April 30, 2025 and received seven (7) bids; and

WHEREAS, the replacement project is essential to maintain the integrity of the Slaker and MIEX systems, which are key components to the water treatment process; and

WHEREAS, the Village has determined that Creative Contracting Group submitted the *lowest responsive and responsible* bid in response to the ITB for a total contract price of $ $222,300.00; and

WHEREAS, funding for the project is available from Account No. 41336-56200; and

WHEREAS, the Village Council finds awarding the ITB to Creative Contracting Group 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-007 – **MAIN & PRATT WTP MIEX AND SLAKER BUILDINGS ROOF AND GUTTER REPLACEMENT (Task Order #376 & #377)** to Creative Contracting Group.

Section 3: The Mayor is authorized to execute the agreement with Creative Contracting Group.

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 10th day of JULY 2025.

VILLAGE OF PALM SPRINGS, FLORIDA BY:

BY: _____
KIM SCHMITZ, VICE-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 Creative Contracting Group ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Main & Pratt WTP Miex and Slaker Buildings Roof and Gutter Replacement**

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by **N/A**.

3.02 The Owner has retained **N/A** ("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 **90** 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, 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: $ 222,300.00 .

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

SEE ATTACHED

RL PRATT WATER TREATMENT PLANT MIEX BUILDING COST PROPOSAL	
ITEM	BID AMOUNT
Remove & replace roof Miex Building at the Pratt WTP	$
Remove & replace gutters Miex Building at the Pratt WTP	$
Allowance	$ 2,500.00
TOTAL LUMP SUM BID AMOUNT	$

Attach technical specifications for all proposed materials as outlined in the Contractor Requirements section of the ITB.

Insulation Material Proposed_____

Membrane Material Proposed_____

RL PRATT WATER TREATMENT PLANT SLAKER BUILDING COST PROPOSAL	
ITEM	BID AMOUNT
Remove & replace roof Slaker Building at the Pratt WTP	$
Remove & replace gutters Slaker Building at the Pratt WTP	$
Allowance	$ 2,500.00
TOTAL LUMP SUM BID AMOUNT	$

Attach technical specifications for all proposed materials as outlined in the Contractor Requirements section of the ITB.

Insulation Material Proposed_____

Membrane Material Proposed_____

MAIN WATER TREATMENT PLANT MIEX BUILDING COST PROPOSAL	
ITEM	BID AMOUNT
Remove & replace roof Miex Building at the Main WTP	$
Remove & replace gutters Miex Building at the Main WTP	$
Allowance	$ 2,500.00
TOTAL LUMP SUM BID AMOUNT	$

Attach technical specifications for all proposed materials as outlined in the Contractor Requirements section of the ITB.

Insulation Material Proposed_____

Membrane Material Proposed_____

MAIN WATER TREATMENT PLANT SLAKER BUILDING COST PROPOSAL	
ITEM	BID AMOUNT
Remove & replace roof Slaker Building at the Main WTP	$
Remove & replace gutters Slaker Building at the Main WTP	$
Allowance	$ 2,500.00
TOTAL LUMP SUM BID AMOUNT	$

Attach technical specifications for all proposed materials as outlined in the Contractor Requirements section of the ITB.

Insulation Material Proposed_____

Membrane Material Proposed_____

ROOFING & GUTTER REPLACEMENT FOR THE MIEX & SLAKER BUILDINGS AT THE RL PRATT WATER TREATMENT PLANT & MAIN WATER TREATMENT PLANT	
Total Lump Sum for RL Pratt WTP Miex Building	$
Total Lump Sum for RL Pratt WTP Slaker Building	$
Total Lump Sum for Main WTP Miex Building	$
Total Lump Sum for Main WTP Slaker Building	$
TOTAL OF ALL LUMP SUM BID AMOUNTS	**$**

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.

B. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) $ 222,300.00

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

A. Payment to the Contractor shall be made pursuant Florida's Prompt Payment Act (for construction services), section 218.735, Florida Statutes (2024), except as provided herein. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer on or about the **20th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the

requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Progress payments will be made in an amount equal to the percentages indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with the General Conditions, less liquidated damages, if any.

   95% of Work completed.

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

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

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

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

6.03 *Final Payment*

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

6.04 *Punch-List Process*. In accordance with section 218.735(7), Florida Statutes (2024) and section 15.03 of the General Conditions, prior to declaring the Work substantially complete the Engineer, Owner, and Contractor shall inspect the Work and the Engineer shall create a proposed punch-list of items that must be completed by the Contractor before the Contractor is authorized to submit for final payment. The proposed punch-list must include all items of Work

which remain to be completed and the estimated cost to complete each Work item on the list. Upon receipt of the Engineer's proposed punch-list, the Contractor and Owner will have seven (7) days to review, make modifications, or agree to the proposed punch-list and estimated costs. The Engineer will resolve any disputes in the punch-list and deliver the final punch-list to the Owner and Contractor along with the final certificate of substantial completion. **Once the punch-list is finalized and delivered to the Owner and Contractor, the Contractor shall have thirty (30) calendar days to complete all Work on the punch-list**. The failure of either party to include any corrective work or pending items on the finalized punch-list does not alter the responsibility of the Contractor to complete all Work and the Project. The Engineer's proposed punch-list, modifications thereto and finalized punch-list may be by informal written notice (e.g., email, fax, or hand-delivery); however, proof of delivery shall be kept by the person providing the informal written notice to the other.

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

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

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

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

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

NOTE(S) TO USER:

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

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

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 18, inclusive).
2. Performance bond (pages 1 to 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).

NOTE(S) TO USER:

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 _s heets with each sheet bearing the following general title: **[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 3 to 5 , inclusive).

NOTE(S) TO USER:

11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

    a. Notice to Proceed.

    b. Work Change Directives.

    c. Change Orders.

    d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

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

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

After award, Work Change Directives, Change Orders, amendments and revisions to plans and specifications will take precedence over any of the above. In case of discrepancy among technical specifications, drawings and plans, the most restrictive shall govern. Detailed plans shall have precedence over general plans. In the event that any conflicts cannot be resolved by reference to this Governing Order of Contract Documents provision, then City shall resolve the conflict in any manner which is acceptable to City and which comports with the overall intent of the Contract Documents.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract Documents, no assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

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

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

10.06 *Indemnity*

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

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

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

10.07 *Governing Law and Remedies*

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

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

10.08 *Office of the Inspector General*

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

10.09 *Scrutinized Companies*

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

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

10.10 *Public Records*

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

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

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

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

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT DOCUMENTS, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-584-8200 ext. 8430, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

10.11 *Insurance*

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

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

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

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

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

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

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

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

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

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

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

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

   a. Village of Palm Springs

10.12 *Public Construction Bond*

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

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

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

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

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

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

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

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

f. The Surety Company and Contractor shall be responsible for any required riders needed due to an increase in the Contract Price. The Owner shall have no responsibility for a rider.

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

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

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

10.13 *Audit by Owner*

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

10.14 *Copies of Data/Documents*

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

10.15 *Ownership*

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

10.16 *Limitations of Liability*

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

10.17 *Enforcement Costs*

A. All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract Documents' execution, validity, the obligations provided therein, or

performance of the Contract Documents, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract Documents.

10.18 *Copyrights and/or Patent Rights*

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

10.19 *Protection of Property*

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

10.20 *Damage to Persons or Property*

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

10.21 *Discrimination*

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

10.22 *Construction Defects*

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

10.23 *Public Entity Crimes*

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

10.24 *E-Verify*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW

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

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

VILLAGE:	CONTRACTOR:
By: _____	By: _____
Title: Mayor	Title: Vice Pres.
	(Seal)
Attest: _____	Attest: _____
Title: Village Clerk	Title: Notary Public

JOSEPH PATALANO
Notary Public - State of Florida
Commission # HH 264974
My Comm. Expires May 15, 2026
Bonded through National Notary Assn.

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)

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):

RL PRATT WATER TREATMENT PLANT MIEX BUILDING COST PROPOSAL	
ITEM	BID AMOUNT
Remove & replace roof Miex Building at the Pratt WTP	$ 43,900.00
Remove & replace gutters Miex Building at the Pratt WTP	$ 3,000.00
Allowance	$ 2,500.00
TOTAL LUMP SUM BID AMOUNT	$ 49,400.00

Attach technical specifications for all proposed materials as outlined in the Contractor Requirements section of the ITB.

Insulation Material Proposed Polyisocyanurate

Membrane Material Proposed Built-up 4-ply

RL PRATT WATER TREATMENT PLANT SLAKER BUILDING COST PROPOSAL	
ITEM	BID AMOUNT
Remove & replace roof Slaker Building at the Pratt WTP	$ 53,900.00
Remove & replace gutters Slaker Building at the Pratt WTP	$ 2800.00
Allowance	$ 2,500.00
TOTAL LUMP SUM BID AMOUNT	$ 59,200.00

Attach technical specifications for all proposed materials as outlined in the Contractor Requirements section of the ITB.

Insulation Material Proposed Polyisocyanurate

Membrane Material Proposed Built-up 4-ply

MAIN WATER TREATMENT PLANT MIEX BUILDING COST PROPOSAL	
ITEM	BID AMOUNT
Remove & replace roof Miex Building at the Main WTP	$ 43,900.00
Remove & replace gutters Miex Building at the Main WTP	$ 3,000.00
Allowance	$ 2,500.00
TOTAL LUMP SUM BID AMOUNT	$ 49,400.00

Attach technical specifications for all proposed materials as outlined in the Contractor Requirements section of the ITB.

Insulation Material Proposed Polyisocyanurate

Membrane Material Proposed Built-up 4-ply

MAIN WATER TREATMENT PLANT SLAKER BUILDING COST PROPOSAL	
ITEM	BID AMOUNT
Remove & replace roof Slaker Building at the Main WTP	$ 59,300.00
Remove & replace gutters Slaker Building at the Main WTP	$ 2500.00
Allowance	$ 2,500.00
TOTAL LUMP SUM BID AMOUNT	$ 64,300.00

Attach technical specifications for all proposed materials as outlined in the Contractor Requirements section of the ITB.

Insulation Material Proposed Polyisocyanurate

Membrane Material Proposed Built-up 4-ply

ROOFING & GUTTER REPLACEMENT FOR THE MIEX & SLAKER BUILDINGS AT THE RL PRATT WATER TREATMENT PLANT & MAIN WATER TREATMENT PLANT	
Total Lump Sum for RL Pratt WTP Miex Building	$ 49,400.00
Total Lump Sum for RL Pratt WTP Slaker Building	$ 59,200.00
Total Lump Sum for Main WTP Miex Building	$ 49,400.00
Total Lump Sum for Main WTP Slaker Building	$ 64,300.00
TOTAL OF ALL LUMP SUM BID AMOUNTS	$ 222,300.00

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within 90 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 when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. List of Project References;

E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

F. Contractor's License No.: CGC1513410 **[or]** Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

G. Required Bidder Qualification Statement with supporting data; and

ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL

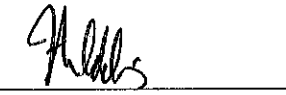
BIDDER: *[Indicate correct name of bidding entity]*

E+F Florida Enterprises INC. D/B/A Creative Contracting Group

By:
[Signature] 

[Printed name] LISA Addis

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

Attest:
[Signature] 

[Printed name] Frank ADDIS.

INVITATION TO BID

Village of Palm Springs

Palm Beach County, Florida

ITB No. 2025B-007

Main & Pratt WTP
MIEX and Slaker Buildings Roof and Gutter Replacements

Publish Date:
April 30, 2025

Bid Due & Bid Opening:
June 2, 2025 at 2:30pm EST

All Questions Due:
May 16, 2025 by 5:00PM

Where to submit Bid:
www.demandstar.com

SECTION 00020

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PART 1



BIDDING REQUIREMENTS

VILLAGE OF PALM SPRINGS
PALM SPRINGS, FLORIDA
ITB NO. 2025B-007

Main and Pratt WTP MIEX and Slaker Buildings Roof and Gutter Replacement

ADVERTISEMENT FOR BIDS

The Village of Palm Springs is hereby requesting sealed bids for **Main & Pratt WTP Miex and Slaker Buildings Roof and Gutter Replacement.** Sealed Bids, addressed to the Village of Palm Springs, Palm Beach County, Florida must be received electronically **ONLY** via Demandstar.com no later than **2:00 PM eastern standard time, Monday, June 02, 2025**. At **2:30 PM,** all Bids timely 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 Village reserves the right to award an agreement or agreements for all or partial locations.

The Project consists of furnishing all labor, equipment, and material for the *Main & Pratt WTP Miex and Slaker Buildings Roof and Gutter Replacement* as described by the Specifications. This Project includes, but is not limited to, the removal and replacement of the roof and gutters on four (4) buildings across two separate facilities:

- Main Water Treatment Plant
    i. The Miex Building
    ii. The Slaker Building
- RL Pratt Water Treatment Plant
    i. The Miex Building
    ii. Slaker Building

A **virtual non-mandatory pre-bid conference will be held at 10:30 AM local time, Wednesday, May 7, 2025, via Microsoft Teams.** The pre-bid conference is non-mandatory for both facilities, and attendance will be documented.

Non-Mandatory Pre-Bid Conference – Wednesday, May 7th, 2025, at 10:30AM

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

- Registration: https://events.gcc.teams.microsoft.com/event/24875499-1f8b-41f4-bf42-a62c9e9263cf@20801dc8-57d4-4c4b-b981-92be4d50e21c

o Meeting ID: 254 340 256 138 5
o Passcode: QN66Du7b

Potential Bidders who attend the non-mandatory pre-bid conference will be allowed to schedule subsequent site visits through the Procurement Division for additional inspection, measurement, and data collection in preparation of their bid. To schedule additional site visits email procurement@vpsfl.org.

Bid Opening – Monday, June 02, 2025, at 2:30PM

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

- Registration: https://events.gcc.teams.microsoft.com/event/72eb6d0b-3260-42a8-8a56-0b637ff70b26@20801dc8-57d4-4c4b-b981-92be4d50e21c
    - Meeting ID: 297 274 833 008 5
    - Passcode: Wk9tn93A

Bid security shall be furnished in accordance with the Instructions to Bidders.

Any questions regarding the specifications and Solicitation process must be submitted in writing to the Procurement Manager at procurement@vpsfl.org. Questions and requests for clarification and additional

information must be received prior to the Deadline for Submission of Questions on Friday, May, 16, 2025 at 5:00 PM local time.

Pursuant to Section 2-355 of Palm Beach County Ordinance No. 2011-039, and section 58-5 of the Village's purchasing code, all solicitations are subject to the "Cone of Silence" as of the deadline to submit a proposal, bid or other requested response 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. Except for at the mandatory pre-bid meeting, all questions or concerns regarding Village Solicitations, once issued, should be submitted in writing to the Procurement Manager at procurement@vpsfl.org prior to the deadline for asking questions.

Owner: **Village of Palm Springs**
Date: **April 30, 2025**
Publication: **Palm Beach Post, 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 Demandstar website as stated in the advertisement for this 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 three (3) 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 Commercial/Industrial building construction, roofing or re-roofing.

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

F. Bidder, as the entity submitting the bid, shall have been in business under the present name of the entity submitting the bid for a minimum of the previous five (5) years. Bidder must have and demonstrate at least five (5) years of experience in the construction of similar projects of this size or larger.

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 virtual non-mandatory pre-Bid conference will be held at the time and location stated in the invitation or advertisement to bid. Representatives of Owner and will be present to discuss the Project. Bidders must attend and participate in the conference. Owner will transmit to all prospective Bidders of record such Addenda as Owner 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 insurance, 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 and insurance 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 selected 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.

13.11 Failure to complete the Bid form with required information and signature(s) may result in Bid rejection.

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 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 inclusive of all forms and the Bid Security. No Bids shall be mailed, emailed, or facsimiled to the Owner. Time is of the essence and any bid received after the deadline for submission will not be considered for award. The Owner shall not be responsible for any delays caused by any reason in the submission of a Bid. Submission of a Bid implies a full understanding of this solicitation. Any misunderstanding as to such terms by the Bidder shall not relieve the Bidder from performance.

15.02 Bids received after the date and time prescribed for the deadline for submittal, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

15.03 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.

15.04 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 E Verify
Section 00459 Affidavit of Compliance with Anti-Human Trafficking Laws
Current Certificate of Insurance

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the deadline to submit Bids. Upon receipt of such notice, the withdrawn Bid will not be considered.

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 deadline to submit 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(s) submitting the lowest responsive Bid(s).

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. The Owner reserves the right to reject the bid of any Bidder who previously failed to perform or deliver on a contract with the Owner.

19.06 Owner shall not be responsible for bid preparation costs. All costs incurred by any party in responding to this solicitation are the sole responsibility of that party, including but not limited to any costs, fees, or expenses associated with a bid protest.

19.07 Owner's procurement code shall govern this solicitation in the event of a conflict.

19.08 Pursuant to section 287.05701, Florida Statutes (2023), the Owner may not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is responsible. Further, the Owner may not give a preference to a Bidder based on the Bidder's social, political, or ideological interests.

19.09 The information contained herein is provided solely for the convenience of the Bidders. It is the responsibility of each Bidder to assure itself that information contained herein is accurate and complete. Neither the Owner nor its advisors provide any assurances as to the accuracy of any information in this Solicitation. Any reliance on the contents of this Solicitation regarding the project or scope of thereof, or on any oral communications with the Owner's representatives or advisors, shall be at each Bidder's own risk. Bidders should

rely exclusively on their own investigations, interpretations and analyses in connection with this matter. This Solicitation is being provided by the Owner without any warranty or representation, express or implied, as to its content, accuracy or completeness and no Bidder or other party shall have recourse to the Owner if any information herein contained shall be inaccurate or incomplete.

19.10 No warranty or representation is made by the Owner that any Bid conforming with these requirements will be selected for consideration or approval.

19.11 Any action taken by the Owner in response to the Bids made pursuant to this Solicitation or in making any award or failure or refusal to make any award pursuant to such Bids, or in any cancellation of award, or in any withdrawal or cancellation of this Solicitation, either before or after issuance of an award, shall be without any liability or obligation on the part of the Owner or its advisors.

19.12 Any recipient of this Solicitation who responds hereto fully acknowledges all the provisions of this Solicitation and agrees to be bound by the terms hereof. Any Bid submitted pursuant to this Solicitation is at the sole risk and responsibility of the party submitting such Bid.

19.13 All Bids received shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida Statutes.

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(s), 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: Main & Pratt WTP Miex and Slaker Buildings Rood & Gutter Replacements

Bid Number: ITB No. 2025B-007

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. ___Provide requested bidder qualification information per Section 00200 - Instructions to Bidders, Articles 3.01, 3.02, 3.03, and 3.04.
14. ___Current Insurance Certificate showing that bidder can meet the insurance requirements per Section 10.11 of the Contract Agreement, Section 6.03 of the General Conditions.
15. ___Signed copy of all Addenda.

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

SECTION 00410

BID FORM

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted electronically to:

VILLAGE OF PALM SPRINGS

DEMANDSTAR.COM

http://www.demandstar.com

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

Addendum No.	**Addendum, Date**

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

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

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

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

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

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

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

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

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

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

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

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

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):

RL PRATT WATER TREATMENT PLANT MIEX BUILDING COST PROPOSAL	
ITEM	BID AMOUNT
Remove & replace roof Miex Building at the Pratt WTP	$
Remove & replace gutters Miex Building at the Pratt WTP	$
Allowance	$ 2,500.00
TOTAL LUMP SUM BID AMOUNT	$

Attach technical specifications for all proposed materials as outlined in the Contractor Requirements section of the ITB.

Insulation Material Proposed_____

Membrane Material Proposed_____

RL PRATT WATER TREATMENT PLANT SLAKER BUILDING COST PROPOSAL	
ITEM	BID AMOUNT
Remove & replace roof Slaker Building at the Pratt WTP	$
Remove & replace gutters Slaker Building at the Pratt WTP	$
Allowance	$ 2,500.00
TOTAL LUMP SUM BID AMOUNT	$

Attach technical specifications for all proposed materials as outlined in the Contractor Requirements section of the ITB.

Insulation Material Proposed_____

Membrane Material Proposed_____

MAIN WATER TREATMENT PLANT MIEX BUILDING COST PROPOSAL	
ITEM	BID AMOUNT
Remove & replace roof Miex Building at the Main WTP	$
Remove & replace gutters Miex Building at the Main WTP	$
Allowance	$ 2,500.00
TOTAL LUMP SUM BID AMOUNT	$

Attach technical specifications for all proposed materials as outlined in the Contractor Requirements section of the ITB.

Insulation Material Proposed_____

Membrane Material Proposed_____

MAIN WATER TREATMENT PLANT SLAKER BUILDING COST PROPOSAL	
ITEM	BID AMOUNT
Remove & replace roof Slaker Building at the Main WTP	$
Remove & replace gutters Slaker Building at the Main WTP	$
Allowance	$ 2,500.00
TOTAL LUMP SUM BID AMOUNT	$

Attach technical specifications for all proposed materials as outlined in the Contractor Requirements section of the ITB.

Insulation Material Proposed_____

Membrane Material Proposed_____

ROOFING & GUTTER REPLACEMENT FOR THE MIEX & SLAKER BUILDINGS AT THE RL PRATT WATER TREATMENT PLANT & MAIN WATER TREATMENT PLANT	
Total Lump Sum for RL Pratt WTP Miex Building	$
Total Lump Sum for RL Pratt WTP Slaker Building	$
Total Lump Sum for Main WTP Miex Building	$
Total Lump Sum for Main WTP Slaker Building	$
TOTAL OF ALL LUMP SUM BID AMOUNTS	**$**

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within 90 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 when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. List of Project References;

E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

F. Contractor's License No.: _____ **[or]** Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

G. Required Bidder Qualification Statement with supporting data; and

ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL

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

_____

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.

SECTION 00430

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 *(Project Name— Include Location)*:

BOND
Bond Number:
Date:
Penal sum _____ $ _____
(Words) (Figures)

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

BIDDER	**SURETY**
_____(Seal)	_____(Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
Title	Title

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

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

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

3. This obligation shall be null and void if:

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

3.2 All Bids are rejected by Owner, or

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

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

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

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

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

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

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

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

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

SECTION 00431

TABULATION OF SUBCONTRACTORS AND SUPPLIERS

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

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

BIDDER:_____

By:_____

Name:_____

Title:_____

Date:_____

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: _____

SECTION 00451

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 of Palm Springs via Demandstar

3. SUBMITTED FOR: **ITB# 2025B-007**

Owner: Village of Palm Springs

Project Name: **Main WTP & Pratt WTP Miex and Slaker Roof and Gutter Replacement**

Main WTP – 360 Davis Rd., Palm Springs, Fl. 33461

Pratt WTP – 5618 Basil Drive, West Palm Beach, Fl. 33415

TYPE OF WORK: **Roofing & Gutter Replacements**

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person: _____

Title: _____

Phone: _____

Email: _____

EJCDC® C-451, Qualifications Statement.
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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:

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- Secretary: _____

☐ 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: _____

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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

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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**, herein called the "Owner."

Pursuant to bidding requirements for the work titled "**Main & Pratt WTP Miex and Slaker Buildings Roof and Gutter 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 relationshipto _____
(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: _____

Section 00457

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

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:

Engineer's Project No.:

Project:

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:

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Main & Pratt WTP Miex and Slaker Buildings Roof and Gutter Replacement**

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by **N/A**.

3.02 The Owner has retained **N/A** ("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 **90** 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, 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.

RL PRATT WATER TREATMENT PLANT MIEX BUILDING COST PROPOSAL	
ITEM	BID AMOUNT
Remove & replace roof Miex Building at the Pratt WTP	$
Remove & replace gutters Miex Building at the Pratt WTP	$
Allowance	$ 2,500.00
TOTAL LUMP SUM BID AMOUNT	$

Attach technical specifications for all proposed materials as outlined in the Contractor Requirements section of the ITB.

Insulation Material Proposed_____

Membrane Material Proposed_____

RL PRATT WATER TREATMENT PLANT SLAKER BUILDING COST PROPOSAL	
ITEM	BID AMOUNT
Remove & replace roof Slaker Building at the Pratt WTP	$
Remove & replace gutters Slaker Building at the Pratt WTP	$
Allowance	$ 2,500.00
TOTAL LUMP SUM BID AMOUNT	$

Attach technical specifications for all proposed materials as outlined in the Contractor Requirements section of the ITB.

Insulation Material Proposed_____

Membrane Material Proposed_____

MAIN WATER TREATMENT PLANT MIEX BUILDING COST PROPOSAL	
ITEM	BID AMOUNT
Remove & replace roof Miex Building at the Main WTP	$
Remove & replace gutters Miex Building at the Main WTP	$
Allowance	$ 2,500.00
TOTAL LUMP SUM BID AMOUNT	$

Attach technical specifications for all proposed materials as outlined in the Contractor Requirements section of the ITB.

Insulation Material Proposed_____

Membrane Material Proposed_____

MAIN WATER TREATMENT PLANT SLAKER BUILDING COST PROPOSAL	
ITEM	BID AMOUNT
Remove & replace roof Slaker Building at the Main WTP	$
Remove & replace gutters Slaker Building at the Main WTP	$
Allowance	$ 2,500.00
TOTAL LUMP SUM BID AMOUNT	$

Attach technical specifications for all proposed materials as outlined in the Contractor Requirements section of the ITB.

Insulation Material Proposed_____

Membrane Material Proposed_____

ROOFING & GUTTER REPLACEMENT FOR THE MIEX & SLAKER BUILDINGS AT THE RL PRATT WATER TREATMENT PLANT & MAIN WATER TREATMENT PLANT	
Total Lump Sum for RL Pratt WTP Miex Building	$
Total Lump Sum for RL Pratt WTP Slaker Building	$
Total Lump Sum for Main WTP Miex Building	$
Total Lump Sum for Main WTP Slaker Building	$
TOTAL OF ALL LUMP SUM BID AMOUNTS	**$**

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.

B. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) $_____.

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

A. Payment to the Contractor shall be made pursuant Florida's Prompt Payment Act (for construction services), section 218.735, Florida Statutes (2024), except as provided herein. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer on or about the **20th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the

requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Progress payments will be made in an amount equal to the percentages indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with the General Conditions, less liquidated damages, if any.

   95% of Work completed.

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

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

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

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

6.03 *Final Payment*

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

6.04 *Punch-List Process*. In accordance with section 218.735(7), Florida Statutes (2024) and section 15.03 of the General Conditions, prior to declaring the Work substantially complete the Engineer, Owner, and Contractor shall inspect the Work and the Engineer shall create a proposed punch-list of items that must be completed by the Contractor before the Contractor is authorized to submit for final payment. The proposed punch-list must include all items of Work

which remain to be completed and the estimated cost to complete each Work item on the list. Upon receipt of the Engineer's proposed punch-list, the Contractor and Owner will have seven (7) days to review, make modifications, or agree to the proposed punch-list and estimated costs. The Engineer will resolve any disputes in the punch-list and deliver the final punch-list to the Owner and Contractor along with the final certificate of substantial completion. **Once the punch-list is finalized and delivered to the Owner and Contractor, the Contractor shall have thirty (30) calendar days to complete all Work on the punch-list**. The failure of either party to include any corrective work or pending items on the finalized punch-list does not alter the responsibility of the Contractor to complete all Work and the Project. The Engineer's proposed punch-list, modifications thereto and finalized punch-list may be by informal written notice (e.g., email, fax, or hand-delivery); however, proof of delivery shall be kept by the person providing the informal written notice to the other.

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

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

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

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

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

NOTE(S) TO USER:

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

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

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 18, inclusive).
2. Performance bond (pages 1 to 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).

NOTE(S) TO USER:

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 _s heets 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 1 to 12 , inclusive).

NOTE(S) TO USER:

11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

    a. Notice to Proceed.

    b. Work Change Directives.

    c. Change Orders.

    d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

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

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

After award, Work Change Directives, Change Orders, amendments and revisions to plans and specifications will take precedence over any of the above. In case of discrepancy among technical specifications, drawings and plans, the most restrictive shall govern. Detailed plans shall have precedence over general plans. In the event that any conflicts cannot be resolved by reference to this Governing Order of Contract Documents provision, then City shall resolve the conflict in any manner which is acceptable to City and which comports with the overall intent of the Contract Documents.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract Documents, no assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

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

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

10.06 *Indemnity*

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

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

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

10.07 *Governing Law and Remedies*

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

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

10.08 *Office of the Inspector General*

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

10.09 *Scrutinized Companies*

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

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

10.10 *Public Records*

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

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

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

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

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT DOCUMENTS, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-584-8200 ext. 8430, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

10.11 *Insurance*

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

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

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

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

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

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

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

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

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

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

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

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

   a. Village of Palm Springs

10.12 *Public Construction Bond*

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

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

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

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

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

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

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

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

f. The Surety Company and Contractor shall be responsible for any required riders needed due to an increase in the Contract Price. The Owner shall have no responsibility for a rider.

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

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

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

10.13 *Audit by Owner*

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

10.14 *Copies of Data/Documents*

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

10.15 *Ownership*

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

10.16 *Limitations of Liability*

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

10.17 *Enforcement Costs*

A. All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract Documents' execution, validity, the obligations provided therein, or

performance of the Contract Documents, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract Documents.

10.18 *Copyrights and/or Patent Rights*

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

10.19 *Protection of Property*

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

10.20 *Damage to Persons or Property*

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

10.21 *Discrimination*

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

10.22 *Construction Defects*

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

10.23 *Public Entity Crimes*

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

10.24 *E-Verify*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW

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

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

VILLAGE:	CONTRACTOR:
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:		Engineer's Project No.:	
Project:			
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

_____ *(seal)*
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

SURETY

_____ *(seal)*
Surety's Name and Corporate Seal

By: _____
Signature *(attach power of attorney)*

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner 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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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

PART 3

CONTRACT CONDITIONS

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

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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	$ 0.00	$ 0.00
NET CHANGE BY CHANGE ORDERS	$ 0.00	

1. ORIGINAL CONTRACT PRICE			$
2. Net change by Change Orders			$ 0.00
3. Current Contract Price (Line 1 ± 2)			$ 0.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)			$
5. RETAINAGE:			
a.	X 5.00%	**Work Completed**	$
b.	X 5.00%	**Stored Material**	$
c. Total Retainage (Line 5.a + Line 5.b)			$ 0.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)			$ 0.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)			$
8. AMOUNT DUE THIS APPLICATION			$ 0.00
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: $ 0.00
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____
(Engineer) (Date)

Payment of: $ 0.00
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding or Financing Entity (if applicable) (Date)

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Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):	Application Number:
Application Period:	Application Date:

			Work Completed		E	F		G
A		B	C	D				
Specification Section No.	Description	Scheduled Value ($)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):								Application Number:			
Application Period:								Application Date:			
A					B	C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item ($)						
	Totals										

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Stored Material Summary

Contractor's Application

For (Contract):								Application Number:			
Application Period:								Application Date:			
A		B	C		D		E		F		G
Bid Item No.	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Storage Location	Description of Materials or Equipment Stored	Stored Previously		Amount Stored this Month ($)	Subtotal Amount Completed and Stored to Date (D + E)	Incorporated in Work		Materials Remaining in Storage ($) (D + E - F)
					Date Placed into Storage (Month/Year)	Amount ($)			Date (Month/ Year)	Amount ($)	
				Totals							

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CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	Village of Palm Springs	Owner's Task Order No.:	
Contractor:		Project Bid No. (ITB #):	
Engineer:		Engineer's Project No.:	
Project:			

This <Select One> **Certificate of Substantial Completion applies to:**

☐ All Work

☐ The following specified portions of the Work on attached list/document:

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: _____

Allowance Release No. 000

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:

The approved Construction Allowance is modified as follows upon execution of this Allowance Release: Description:

[Description of Work/Reasons for Change]

Attachments:

CHANGE IN APPROVED CONSTRUCTION ALLOWANCE

Original Construction Allowance:

$_____

[Select] from previously approved Allowance Release No. _____ to No. _:

$_____

Construction Allowance prior to this Allowance Release:

$_____

[Select] of this Allowance Release:

$ 0.00

Construction Allowance incorporating this Allowance Release:

$ 0.00

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

Change Order 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: NTP:

The Contract is modified as follows upon execution of this Change Order:

Description: [Brief Description of Change]

Attachments: [List documents supporting change, e.g. PCOs, Quotes, Etc.]

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: _____ dates
[Select] from previously approved Change Orders No. ___ to No. _: $ 0.00	[Select] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: $ 0.00	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ dates
[Select] of this Change Order: $_____	[Select] 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).

[Description of Work/Reasons]

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

226 Cypress Lane
Palm Springs, Fl. 33461
Tel: 561.584.8200
Fax: 561.304.4608
www.vpsfl.org

REQUEST FOR INFORMATION
No. _____

TITLE: _____ **DATE:** _____

PROJECT: _____ **REQUIRED:** _____

TO: _____ **TASK ORDER #:** _____

_____

_____

REQUEST:

Requested By: _____ **Date:** _____

CONTRACTOR

Signed By: _____

Print Name: _____

ANSWER:

Answered By: _____ **Date:** _____

ENGINEER

Signed By: _____

Print Name: _____

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: _____

Field Order 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 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: _____	By: _____
Engineer (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title: _____
Date: _____	Date: _____

Copy to: Owner

PART 5

SPECIFICATIONS

ITB #2025B-007

ROOFING & GUTTER REPLACEMENT FOR THE MIEX & SLAKER BUILDINGS AT THE RL PRATT WATER TREATMENT PLANT & MAIN WATER TREATMENT PLANT

SCOPE OF WORK

A. The proposed work involves replacing the roof and gutters on four (4) buildings across two separate facilities. The Village reserves the right to award an agreement for all or partial locations.

- **Main Water Treatment Plant (360 Davis Rd, Palm Springs, FL 33461):**
    i. The Miex Building: Replacement of approximately 1,950 square feet of existing flat roof and 300 linear feet of gutters and downspouts.
    ii. The Slaker Building: Replacement of approximately 2,700 square feet of existing flat roof and 250 linear feet of gutters and downspouts.

- **RL Pratt Water Treatment Plant (5618 Basil Drive, West Palm Beach, FL 33415):**
    i. The Miex Building: Replacement of approximately 2,025 square feet of existing flat roof and 300 linear feet of gutters and downspouts.
    ii. Slaker Building: Replacement of approximately 2,400 square feet of existing flat roof and 280 linear feet of gutters and downspouts.

Note: Roof areas and linear gutter footage must be field verified by the contractor prior to submitting a bid.

This project will include the following tasks:

1. Prior to the commencement of construction activities, the Contractor will provide design drawings of sufficient detail to obtain a Building Permit from the Palm Beach County Building Department and the Village of Palm Springs Building Department.

2. Removal of the existing roof system down to concrete deck.

3. Removal of the existing gutter system.

4. Temporarily remove and reinstall the lightning suppression system

5. Installation of a new flat roof system, including new insulation material(s), new membrane materials, and any necessary flashings and drip edge material(s).

    i. The Contractor shall replace the existing drip edge, flashing and counter-flashing material, using at least 24-guage Galvanized Painted sheet metal in

the new installation. All flashings shall be attached mechanically to vertical surfaces and shall have a counter flashing.

ii. Replace VTR lead stack flashing and 26 Gauge Galvalume sheet metal roof jacks at existing locations.

iii. Re flash all roof penetrations.

iv. The Contractor shall install the materials in a continuous fashion, free of any gaps and voids.

v. Installation of the insulation and membrane materials shall be completed in a manner which promotes proper drainage to keep the roof free from standing water.

vi. Acceptable roof materials/construction methods are PVC, TPO, Modified Bitumen and Built-Up.

vii. Insulation shall be polyisocyanurate (polyiso) material (1.5 inch minimum thickness) with an R-value of at least 5.0.

viii. All materials shall be installed according to manufacturers' specifications.

6. Installation of a new 6" aluminum commercial box gutter system

   i. New gutters and downspouts, draining to desired locations (as per existing)

      - *Main WTP Slaker Building – downspout on South side of building to be relocated from center of wall to the West corner.*

   ii. All materials shall be installed according to manufacturers' specifications.

7. The Contractor will be required to hold a pre-construction meeting with the Village. Additional meetings may be requested by either the Village or the Contractor in order to discuss the progress of the project.

B. The Contractor will be responsible for acquiring all Building Permits and call for the inspections from the Palm Beach County Building Department and the Village of Palm Springs. The Contractor will be responsible, at no additional cost to the Village, for completing any changes necessary for the plans to approve and permits to be issued by Palm Beach County and The Village of Palm Springs.

C. All work must be performed between the hours of 7:00 AM to 7:00 PM, Monday through Saturday. No work shall be completed on Sundays.

D. The Contractor shall be responsible for the disposal of all roof and gutter related debris in a safe and legal manner.

E. The Contractor shall operate in a safe manner and will observe all OSHA guidelines.

F. The Contractor shall provide any and all manuals and/or warranty information related to the project to the Village upon completion of the project.

G. All work to be performed in accordance with the high velocity hurricane zone section of the 8th edition 2023 Florida Building Code.

H. Pre-Inspection of existing conditions – **Each Contractor, before submitting an offer, shall become completely familiar with the required work and shall rely on their own investigation to verify site conditions, measurements, and quantities. A Village representative will be available for scheduled site inspections. No consideration will be granted for any alleged misunderstanding of the material to be furnished, the work to be done, or for any defects in the final product that are a result of the absence of a site pre-inspection and the lack of knowledge of the existing conditions.**

CONTRACTOR REQUIREMENTS

Each bidder shall provide the following as part of their proposal:

1. The Contractor will provide technical specifications for the roof system included in the proposal. These details are to include the following information:
    a. Type of roof system proposed.
    b. Application techniques to be utilized.
2. Provide a written plan detailing the anticipated timeline for completion of the tasks set forth in the Scope of Work and a description of the overall project approach.
3. Provide a minimum of five (5) similar projects which have been completed within the past three (3) 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 Commercial/Industrial building construction, roofing or re-roofing

WARRANTY

A. The Contactor shall provide a minimum three (3) year warranty on labor and material and a minimum twenty (20) year manufacturers' warranty for the insulation and membrane.

MAIN WATER TREATMENT PLANT 360 DAVIS RD, PALM SPRINGS





SLAKER BUILDING



MIEX BUILDING

MAIN WTP MIEX BUILDING





MAIN WTP MIEX BUILDING





Main WTP Slaker Building













Main WTP Slaker Building

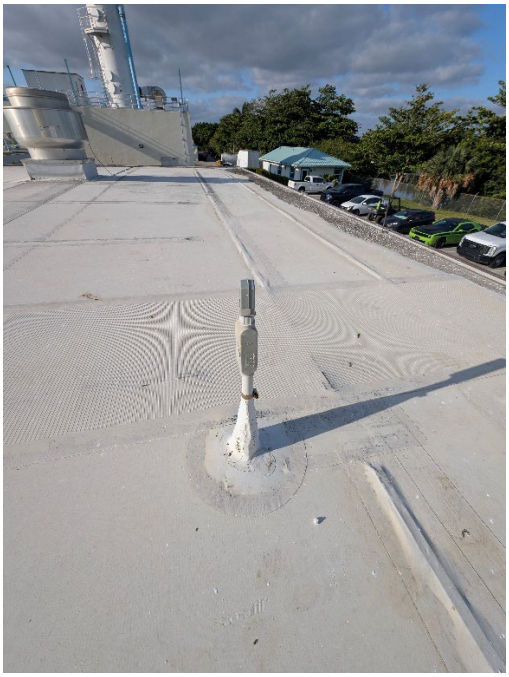




Main WTP Slaker Building









PRATT WATER TREATMENT PLANT - 5618 Basil Drive, West Palm Beach





SLAKER BUILDING



MIEX BUILDING

PRATT WTP SLAKER BUILDING





PRATT WTP SLAKER BUILDING





PRATT WTP MIEX BUILDING







PRATT WTP SLAKER BUILDING







PRATT WTP MIEX BUILDING





Village of Palm Springs
226 Cypress Lane • Palm Springs, Florida 33461-1699
561-584-8200 • www.vpsfl.org

ITB#2025B-007
Roof Replacements for Both Water Treatment Plants
Addendum No. 1
May 20, 2025

BIDS DUE: 2:00 PM, Local Time, June 02, 2025

TO ALL VENDORS BIDDING ON THIS PROJECT:

The changes, additions, substitutions, and/or deletions contained in Addendum No. 1 are hereby made a part of the Bid Documents for the Main & Pratt WTP Miex and Slaker Buildings Roof and Gutter Replacement, fully and completely as if the same were fully set forth herein.

IN THE SPECIFICATIONS

1. Section [00400], [BID SUBMISSION CHECKLIST]:

   Delete:
   Submit one (1) original and two (2) copies of all documents listed above. Original shall be clearly marked "Original". Failure to provide the above-mentioned items may result in your bid being deemed non-responsive.
   Replace with:
   Submit electronically only via Demandstarcom.

ADDITIONAL QUESTIONS:

1. **Question:** Also, Article 11 below talks about *materials and equipment specified or described in the Bidding Documents. We cannot find any such information, we would submit using CertainTeed Mod Bit so please help us understand the documents*:

Response:

The bidding documents allow for alternate materials for roofing and gutter systems since no specific manufacturers are listed. Article 11 outlines the approval process for substitutes, If CertainTeed Modified Bitumen is proposed, it must meet approval criteria, with decisions finalized via an official addendum. Please review submission requirements for compliance.

2. **Question:** VI above says PVC, TPO, MOD Bit. These 3 materials are very different and use specific and cost for each has a large delta so Mod Bit can't compete with PVC or TPO, PVC can't compete with TPO. TPO is more inexpensive than PVC than Mod Bit. PVC is usually used for caustic environments, TPO does not have that quality, Mod bit Hot Mop or tapered system is the best system of all 3 but more expensive. Can you talk to your engineer and choose one so we don't waste our time as we do Mod Bit and can't compete with the other 2 systems

   Response: This bid allows flexibility in material selection, with PVC, TPO, and Modified Bitumen as approved options. Bidders are encouraged to submit proposals using the listed materials, ensuring competitive and cost-effective solutions that align with project needs.

3. **Question:** Can I get a copy of any addenda that have been released to date?

   Response: All Addendums are available online @ Demandstar.com

4. **Question:** What is the estimated construction budget?

   Response: Main WTP - $115,000.00 Pratt WTP - $115,000.00 Total $230,000.00

5. **Questions:** The Pratt Slaker Building roof insulation is composed of Lightweight Concrete Insulation, is the intent to remove the lightweight concrete insulation to the concrete deck and replace with new insulation or to reuse the existing lightweight concrete insulation? The viability of lightweight concrete is unknown.

   Response: Remove and replace existing insulation with new insulation per Project scope, Task #2, #5V, #5Vii.

6. **Questions:** The Pratt Slaker Building does not currently have a lightning protection system. Is the intent to provide a new lightning protection system and certification to this building?

   Response: Sealed Bids, the addition of a lightning suppression system to this building is NOT part of this scope.

7. **Questions:** The Main Slaker Building has an existing walk pad layout. Are new walk pads required? If

so, where are the required locations? The Pratt Slaker Building does not have existing walk pad layout. If new walk pads are required, will they required at this building also? If so, where are the required locations?

The Main and Pratt Miex Buildings do not have any serviceable roof mounted equipment.

Response: New walk-out pads are not required.

8. **Questions:** Can I get a copy of any addenda that have been released to date?

   Response: All Issued addenda are available online at DEMANSTAR.com until 2:00 PM local time, March 17, 2025.

9. **Questions:** What is the estimated construction budget?

   Response: Main WTP - $115,000.00 Pratt WTP - $115,000.00 Total $230,000.00.

10. **Questions:** Can I get a copy of the pre-bid meeting sign in sheet if available?

    Response: No sign in sheet is available as the pre-bid meeting was a non-mandatory virtual meeting.

11. **Questions:** The bid package notes the contractor is responsible for permit fees - is there a standard bid allowance we should be using or is it no cost and we are only responsible for running the permit?

    Response: Obtaining the necessary Permits are the contractor's responsibility all costs associated with permits will be paid by the contractor, permit fees should be included within the lump sum bid proposal.

Receipt acknowledged and conditions agreed to the _____ day of _____, 2025.

_____ _____

Bidder By

END OF ADDENDUM

ITB No. 2025B-007
Roof Replacements for Both Water Treatment Plants
Virtual E-Bid Submittal Deadline - 06/02/2025 at 2:00 p.m.

Staff Present: Raymond Campbell, Utilities Buyer
Kim Wynn, Village Clerk
Andy Klausner - Project Manager
Scott Simon, Andre Sanatan - Project Cooridnator

Meeting Start: 2:30pm

Name	Email	Address	Lump Sum
Best Roofing Services, LLC		1600 NE 12th Terrace , Fort Lauderdale, Florida 33305	$265,500.00
Weather Guard Industries/SMJ Metals LLC		3000 SW 15th Street F, Deerfield Beach, Florida 33442	$359,702.62
Grace Roofing & Sheet Metal Enterprise		12500 NW 35 Street , Coral Springs, Florida 33065	$303,040.00
Poseidon Sales, LLC		2107 Royal Fern Ct. , Longwood, Florida 32779	$261,450.00
HI-TECH ROOFING & SHEET METAL		2266 4th Avenue North , Lake Worth, Florida 33461	$327,235.00
Creative Contracting Group		3141 Fortune Way Suite 16 , Wellington, Florida 33414	$222,300.00
Perkins Roofing Jupiter		15658 Alexander Run , Jupiter, Florida 33478	$273,006.00
Lassco Development Inc		3471 NW 55TH ST , Fort Lauderdale, Florida 33309	INCOMPLETE

Village of Palm Springs

Executive Brief

AGENDA DATE: July 10, 2025

DEPARTMENT: Utilities

ITEM #11: Approve Work Authorization #1 KH-U24 - Price Street Force Main Replacement - Task Order No. 373 - Utilities Department – Kimley Horn and Associates, Inc.

SUMMARY: The Utilities Department must replace an aging 4-inch force main between Lakewood Road and North Price Street, which has suffered multiple breaks in the past 18 months. Approximately 1,450 linear feet of the force main will be replaced with durable, sustainable materials to enhance reliability and reduce maintenance and repair costs. This upgrade will strengthen the essential wastewater infrastructure, minimize future line breaks, and lower long-term costs.

The Village Council is requested to approve Work Authorization #1 KH-U24 at a cost not to exceed $142,410.00. It will cover all necessary professional engineering services and related fees associated with the Price Street Force Main Replacement (Task Order No. 373) by Kimley Horn and Associates, Inc., the Village's contracted engineering firm.

Note: The Village issued a Request for Qualifications (RFQ) for Professional Engineering Services (RFQ #2025R-001 - Utility Engineering Services Continuing Contracts) under the Consultants Competitive Negotiation Act (CCNA) - Section 287.55, Florida Statutes.

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

FISCAL IMPACT:

The Work Authorization with Kimley Horn and Associates, Inc. for the Price Street Force Main Replacement (Task Order No. 373) will be funded from account No. 41336-56300 at a cost not to exceed $142,410.00. The FY2025 approved budget for this project is $80,000.00 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. Proposed WA#KH-U24 - FM Replacement Price St to Bank America-Kimley Horn

VILLAGE OF PALM SPRINGS

CONSULTING SERVICE WORK AUTHORIZATION

DATE:_____ VILLAGE RFQ. NO. : 2025R-001

WORK AUTHORIZATION NO.: KH-U24 FOR CONSULTING SERVICES

TASK ORDER (PROJECT) NO.: 373 G/L CODE: 41336-56300

PROJECT TITLE: **FM REPLACEMENT – PRICE STREET TO BANK OF AMERICA**

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 Kimley-Horn and Associates Inc. ("CONSULTANT") hereafter referred to as the Agreement.

I. PROJECT DESCRIPTION

The VILLAGE has a need to replace an aged 4-inch force main that runs between Lakewood Road and N. Price St. see attached sketch. A new 4-inch PVC force main is planned to be constructed adjacent to the existing force main, staying within Public rights of way or existing easements. A portion of the force main, between Lakewood Road and N. Price St. will be installed within an existing easement. This easement area is heavily wooded, and the force main in this corridor will be constructed by a directional drill. The total length of force main being replaced is approximately 1,450LF.

II. SCOPE OF SERVICE

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

TASK 1 – Survey

Provide a route survey of the proposed force main alignment with spot elevations every 50ft. in accordance with NAVD 88 and horizontal control based upon Florida State Coordinate System; limits of the surveyed area are as noted below. The CONSULTANT will utilize their survey subconsultant, BSM & Associates, Inc., to perform this work.

- The full right of way of Lakewood Road from 100LF west of Pump Station 51 and 350 LF east of Pump Station 51, the full 40ft easement that runs south and west to the dead-end of N. Price St. (approximately 870LF) and the full right of way of N. Price St., from dead-end to 100LF south. The survey will go 100LF beyond the design limits for a total survey limit of 1,450LF.
- The route survey shall locate surface features such as fire hydrants, valves, meters, pavement, curbs, roadways, sidewalks, driveways, walls, above ground evidence of underground utilities, fences, utility poles, guy wire anchors, manholes, catch basins, pull boxes, signs, trees, power poles and overhead lines.
- Determine what real property ownership or easements exists along the proposed route through a property search. Note that Title Search will not be performed.

TASK 2 - Subsurface Utility Locates

The CONSULTANT shall prepare a subsurface survey in accordance with ASCE 38-02 Quality Level A as follows:

- Quality Level A – Air Vacuum Excavation Test Holes – Air vacuum excavation test holes will be performed at the proposed test hole locations once utility designating and potential utility conflicts have been confirmed. This proposal includes up to five (5) test holes at utility conflict locations. The CONSULTANT will utilize BSM & Associates, Inc. to perform this work.

TASK 3 – Design

Prepare construction plans with plan and profile sheets at 1" = 20', along with technical specifications. All drawings will be prepared using AutoCad Civil 3D, 2024 format. Design reviews are as follows;

- Submittal of 30% design plans to address the horizontal alignment of the project with the base survey in the background. The intent of the preliminary design (30%) is for the CONSULTANT to acquire VILLAGE acceptance of the final force main alignment along the corridor that will be defined on the base sheets (without any profiles), connections, and valve locations.
- Submittal of 60% design plans in plan and profile view (without callouts) plans showing force main alignment, potential utility conflicts, and identifying open cut or possible pipe bursting and directional bore areas as required.
- The drawings will depict the proposed force main replacement in plan and profile view at 1" =20' scale, in a single plan and profile view per sheet. It is estimated that approximately eight (8) plan sheets will be developed as outlined below:
  - C-1 Cover Sheet
  - C-2 Key Sheet
  - C-3 General Notes
  - C-4 – C-6 Single Plan and Profile Sheets
  - C-7 – C-8 Standard Details

- Submittal of 90% design plans with technical specifications, draft permit applications and opinion of probable cost.

- Meet with Village staff to review the 30%, 60% and 90% design submittals.
- Prepare and submit final design plans, technical specifications and opinion of probable cost.
- Upon acceptance of the final design package, the CONSULTANT shall prepare a set of bidding documents using VILLAGE upfront documents.

TASK 4 - Permitting

The CONSULTANT shall prepare and submit permit application packages and attend one (1) pre-application meeting with each applicable regulatory agency. Permit reviews shall be required by the following regulatory agencies.

- Palm Beach County Health Department (General Permit)
- Village of Palm Springs Public Works Department (R/W Permit)

TASK 5 – Bidding Services

The CONSULTANT shall supply bid documents prepared above for the VILLAGE's use in and provide the following services;

- Respond to Contractor questions and prepare addendums as necessary
- Evaluate bids, investigate Contractor qualifications and make recommendation of award.

TASK 5 – Construction Services

The CONSULTANT shall provide construction administrative services and non-full time construction observation services to include the following**;**

- Prepare construction contract documents (conformed set of plans).
- Attend the pre-construction meeting.
- Respond to contractor RFI's.
- Review shop drawings.
- Provide non-full-time construction observation services, up to 6 hrs per week over an estimated 120-day construction schedule, along with additional time for tie-ins and directional drills if required. Note that it is estimated that the project will have 90-days of actual construction.
- Review and approve contractor pay requests.
- Prepare permit/certifications and closeout documents.

III. DELIVERABLES

The CONSULTANT shall provide the following deliverables to the VILLAGE.

1. Site survey.
2. Subsurface Utility Locate report.
3. 30%, 60%, 90% and Final design plans, paper copies and digital copies in PDF format.
4. Engineer's Opinion of Probable Cost, at 90% and Final design phases.
5. Copies of Permit Applications and any associated RAI.
6. Copies of Permits acquired for the project as noted above.
7. Project Technical Specifications.
8. Copies of Addendums.
9. Copies of correspondence related to the Project.

IV. INFORMATION AND SERVICES PROVIDED BY THE VILLAGE

The CONSULTANT assumes that all information provided by the VILLAGE can be relied upon in the performance of professional services. The following information/services shall be provided to the CONSULTANT;

- Record drawings of the existing water and wastewater mains along the route.
- All associated permit fees shall be paid by the CONSULTANT and reimbursed by the VILLAGE as a reimbursable expense

V. 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

TASK	TIME TO COMPLETE (DAYS)
TASK 1 - Survey	60
TASK 2 - Subsurface Survey	45*
TASK 3 - Design	
i. 30% Plans**	45
ii. 60% Plans	60
iii. 90% Plans	45
iv. Final Plans	30
TASK 4 – Permitting***	60
TASK 5 - Bidding	Per Village
TASK 6 Construction Services	120

*Commences during 60% Design, **Commences upon receipt of survey, ***Commences during Final Plans preparation

VI. COMPENSATION AND PAYMENT

The CONSULTANT will perform the tasks as outlined in the scope of the services above.

Tasks 1, 3, 4 and 5 shall be performed for the Lump Sum Fee Amount of Ninety-Three Thousand Eight Hundred and Twenty-Five Dollars ($93,825.00).

Task 2, 6, Direct Expenses and Permit Fees shall be performed as an Hourly Not-To-Exceed Fee Amount or per Task Item of $48,585.00.

Table 2
Budget Summary

Description	Total
TASK 1 - Survey	$13,475.00
TASK 3 - Design	
i. 30% Plans	$12,900.00
ii. 60% Plans	$20,630.00
iii. 90% Plans	$13,000.00
iv. Final Plans (w/Permit Apps, OPC & Bid Docs)	$18,250.00
TASK 4- Permitting	$8,970.00
TASK 5-Bidding Services	$6,600.00
TOTAL LUMP SUM FEE AMOUNT	**$93,825.00**
TASK 2 - Subsurface Survey	$8,600.00
TASK 6-Construction Services	$36,135.00
Direct Project Expenses	$3,000.00
Permit Fees	$850.00
TOTAL TASK/ HOURLY NOT-TO -EXCEED FEE AMOUNT	**$48,585.00**
TOTAL PROJECT FEE (TASKS 1-6)	**$142,410.00**

VII. ASSUMPTIONS

- The current VILLAGE Wastewater System Master Plan is up to date and defines the force main sizing for this project.
- The CONSULTANT will not be performing any hydraulic models.
- The CONSULTANT will not be conducting any property title searches.

VII. AGREEMENT REFERENCE

The work authorized under this Work Authorization shall be performed under the terms and conditions described within the Professional Services Agreement dated June 13, 2024, by and between the Village of Palm Springs ("VILLAGE") and Kimley-Horn and Associates, Inc. ("CONSULTANT"). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

Kimley-Horn and Associates, Inc.

By: _____

Print Name: Michael F. Schwartz, P.E.

Title: Senior Vice President/Principal

Date: 06/24/2025

Village of Palm Springs

By: _____

Print Name: _____

Title: _____

Date: _____

Village Attorney's
Approved as to form and legality
by: _____
(Required if over $25,000)

S Military Trl
4498
Lakewood Rd
PS
4498
Lakewood Rd
809
S Military Trl
4498
Charlotte St
0.23 mi
4498
Charlotte St
809
PS
N Price St

Office of the Mayor

Village of Palm Springs, Florida

Proclamation

WHEREAS, parks and recreation programs enhance our quality of life by contributing to a healthy lifestyle, community building, economic development and environmental sustainability; and

WHEREAS, parks and recreation programs boost the economy, attract new business, and increase tourism; and

WHEREAS, Florida is home to more than 175 state parks, trails and historic sites that inspire residents and visitors with recreational opportunities and scenic beauty that create personal connections and experiences which help strengthen families, educate children and support local economies; and

WHEREAS, the Florida Park Service is the proud recipient of three National Gold Medals for Excellence in Park and Recreation Management, making Florida America's only three-time Gold Medal winner; and

WHEREAS, our parks and trails ensure ecological beauty, provide space to enjoy nature, help maintain clean air and water, and preserve plant and animal wildlife; and

WHEREAS, local, state and national parks located within the State of Florida contribute to the overall quality of life enjoyed by residents of and visitors to our state.

NOW, THEREFORE, I, BEV SMITH, Mayor of the Village of Palm Springs, Florida, do hereby proclaim July 2025 as:

"Parks and Recreation Month in Palm Springs"



In witness whereof I have hereunto set my hand and caused the seal of this city to be affixed

Mayor Beverly Smith

Date July 10, 2025

Village of Palm Springs

Executive Brief

AGENDA DATE: July 10, 2025

DEPARTMENT: Administration

ITEM #14: Approve Voting Delegate - 2025 Florida League of Cities Annual Conference

SUMMARY: The Florida League of Cities has requested that each municipality designate one official as the voting delegate for the upcoming Annual Conference to be held at the Signia by Hilton Orlando Bonnet Creek in Orlando, Florida, from August 14-16, 2025.

Each year during the business meeting session of the Conference, the designated voting delegate will represent the Village on policy development, the election of League leadership, and the adoption of resolutions that may be introduced during the meeting. One official from each municipality will make decisions that determine the direction of the League.

The deadline to submit voting delegate forms must be received by the League no later than July 31, 2025.

FISCAL IMPACT:
There is no fiscal impact on the Village.

ATTACHMENTS:
1. 2025 Voting Delegate Memo

FLC
FLORIDA LEAGUE OF CITIES

To: Key Official

From: Eryn Russell, Florida League of Cities

Date: June 17, 2025

Subject: 2025 Annual Conference Voting Delegate Information

The Florida League of Cities Annual Conference will be held at the Signia by Hilton Orlando Bonnet Creek in Orlando, Florida, from August 14-16, 2025. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

We ask that each member municipality sending delegates to the Annual Conference **designate one elected official to serve as its Voting Delegate** and cast the municipality's votes at the Annual Business Meeting which will be held on **Saturday, August 16, 2025**. The Voting Delegate designated by each municipality will vote on all official business matters brought before the League membership and requiring a vote during the Business Meeting. Matters such as the election of League leadership, adoption of resolutions and any other official business matters affecting the League may be voted on during the Business Meeting.

In accordance with the League's by-laws, the number of votes allocated to each municipality is determined based upon population. The League will use the latest Florida Estimates of Population as published by the University of Florida, Bureau of Economic and Business Research.

Annual Conference registration materials were sent to each municipality via the League's e-newsletter and are available online at *flcities.com*.

If you have any questions about voting delegates, please email *erussell@flcities.com*. **Voting delegate forms must be received by the League no later than July 31, 2025.**

Attachments: Form Designating Voting Delegate

301 S. Bronough Street, Suite 300
Tallahassee, Florida 32301

P.O. Box 1757
Tallahassee, Florida 32302-1757

Phone: 850.222.9684
Fax: 850.222.3806

flcities.com

2025 Annual Conference
Florida League of Cities, Inc.
August 14-16, 2025
Orlando, Florida

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities designate one of its elected officials to cast the municipality's votes at the Annual Business Meeting. League By-Laws require each municipality to select one person to serve as the municipality's Voting Delegate.

Municipalities do not need to adopt a resolution to designate a voting delegate. Instead, please fill out this form and return it to the League office so that your voting delegate may be properly identified. **Voting delegate forms must be received by the League no later than July 31, 2025.**

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Delegate Email: _____

Municipality of: _____

AUTHORIZED BY:

_____
Name

_____
Title

Return this form to:
Eryn Russell
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Email: *erussell@flcities.com*

Village of Palm Springs

Executive Brief

AGENDA DATE: July 10, 2025

DEPARTMENT: Planning, Zoning & Building

ITEM #15: (Second Reading) Ordinance No. 2025-04 - Village Code Amendment - Chapter 34, Division 14 - Mobility Fees

SUMMARY: During the 2024 legislative session, House Bill 479 was passed, requiring interested cities to adopt a Mobility Plan and Fee Schedule, as well as an Interlocal Agreement with the County, by October 1, 2025. This is significant in enabling the Village to collect a single mobility fee that will fund various transportation improvements such as roads, multi-modal facilities, transit operations, and more within the Village limits. Additionally, it will eliminate the collection of road impact fees that do not necessarily benefit the Village.

At the Village Council meeting on July 25, 2024, a Professional Services Agreement was awarded to Nue Urban Concepts to prepare the Mobility Plan and Fee Schedule. A joint Village Council/P&Z Board/CRA workshop was held on January 9, 2025, to review the draft Mobility Plan, including the data and proposed maps.

Florida Statute § 163.3180(S)(i) encourages local governments to develop tools and techniques, including the adoption of long-term strategies to facilitate development patterns that support multimodal solutions, the adoption of area-wide service standards that are not dependent on any single road segment function, and establishing multimodal service standards that rely primarily on non-vehicular modes of transportation where existing or planned community design will provide an adequate level of personal mobility. The Mobility Fee is based on the Mobility Plan projects which consist of improvements, programs, and services, to: (1) improve the Village's multimodal transportation system; (2) promote compact, mixed-use, and interconnected development; and (3) enhance mobility within the Village for residents, employees, businesses, students, and visitors. The Mobility Fee is intended to be assessed on all new developments.

Mobility Fees are not: (1) a recurring tax; (2) assessed to existing residential or non-residential property; or (3) deposited into the general revenue funds of the Village.

Mobility Fees are: (1) a streamlined one-time assessment on new development; (2) intended to offset the impact of new development; and (3) deposited into special revenue funds for Mobility Fees to be expended within a defined benefit district (in this case, the Village limits). Mobility Fees are legally and statutorily required to be spent on Mobility Projects that provide a mobility benefit to the new development that paid the Mobility Fee.

The Village of Palm Springs 2045 Mobility Plan and the Village of Palm Springs Mobility Fee Technical Report will be considered for adoption via Resolution No. 2025-35, as a separate agenda item.

The 2045 Mobility Plan's mobility projects and programs serve as the basis to develop the Village's mobility fee and provide a foundation for the Village to proactively prioritize projects to meet the growth, travel, and mobility needs of the community. The Technical Report documents the data and methodology used to develop a Village Mobility Fee to mitigate the impact of new development. The Village Mobility Fee meets legally established dual rational nexus requirements for "need" and "benefit" and is in rough proportionality to the impact of new development. The Village Mobility Fee has been developed consistent with the requirements of Sections 164.3164, 163.3180, 163.31801, Florida Statutes, and Chapter 380, Florida Statutes.

The Village Mobility Fee is intended to fund an alternative transportation system consistent with Florida Statute Section 163.3180. The Village Mobility Fee will replace the Palm Beach County transportation concurrency system and will be the only transportation mitigation fee to be assessed on all new development within the Village limits.

The effective date of the proposed ordinance is October 8, 2025 (90 days after 2nd reading/adoption). Village staff will attempt to negotiate an interlocal agreement with Palm Beach County on pro rata sharing of the new mobility fee based on the new development's impact on County roads prior to October 1st.

The proposed ordinance was approved on First Reading at the June 12, 2025, Village Council meeting. The Council asked that the fee for assisted living facilities and commercial drive-thru facilities be re-evaluated. In response, Nue Urban Concepts revised the measurement for proposed fees as follow:

USE	NEW MEASURE	PREVIOUS MEASURE
Assisted Living Facilities and other long-term residential facilities	Per Bed	Per 1,000 Sq. Ft.
Private Education, including child care and tutoring	Per Student	Per 1,000 Sq. Ft.
Multi-tenant Retail and Mixed-Use	Per 1,000 Sq. Ft.	n/a

Additionally, the calculated fees for outdoor recreation and high-impact retail changed as passerby trips were re-evaluated.

Further, Council expressed concern about assessing a fee for a commercial use drive-thru lane, such as a grocery store pharmacy or dry cleaner drive-up. Nue Urban Concepts could not find a alternate fee measurement or approach to recommend for this use and maintains, in their professional opinion, that the fee should be charged to address the market shift demanding convenient drive-up retail services. The Village Council may wish to provide policy direction on whether to include this fee in the schedule.

The modified fee schedule is being presented for the second and final reading.

FISCAL IMPACT:

The approval of the proposed ordinance increases Village revenue by imposing a Mobility Fee. The County road impact fee will no longer be collected within the Village limits.

ATTACHMENTS:

1. Proposed Ordinance No. 2025-04 - Mobility Fee Schedule - Code Amendment at Chapter 34, Article VI
2. Exhibit "A" - Mobility Code Amendments - DIVISION 14. IMPACT FEES and MOBILITY FEES
3. Village of Palm Springs Mobility Fee Technical Report

4. Comparison of Proposed Palm Springs Mobility Fees and Palm Beach County Road Impact Fees
5. Village of Palm Springs 2045 Mobility Plan
6. PBC Road Impact Fees - Revenue Collected from VPS and Expenditures within Zone 2 (2020-2023)
7. Draft Presentation - Mobility Fees

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. 2025-04

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ASSERTING THE NEED FOR ADOPTION OF MOBILITY FEES; ACKNOWLEDGING REPEAL OF TRANSPORTATION CONCURRENCY AND REPEALING THE SAME AS SET FORTH IN THE VILLAGE CODE OF ORDINANCES AT CHAPTER 34 "LAND DEVELOPMENT'', ARTICLE VI, "LAND USE", DIVISON 12 "TRANSPORTATION PERFORMANCE STANDARDS"; AMENDING THE VILLAGE CODE OF ORDINANCES AT CHAPTER 34 "LAND DEVELOPMENT", ARTICLE VI, "LAND USE", DIVISION 14 "IMPACT FEES" TO INCLUDE MOBILITY FEES PURSUANT TO CHAPTER 163.3164, 163.3180, 163.31801, FLORIDA STATUTES; AND AMENDING SECTIONS 34-1500 THROUGH 34-1517 TO PROVIDE FOR MOBILITY FEES AND A MOBILITY FEE SCHEDULE; PROVIDING FOR CODIFICATION, CONFLICTING ORDINANCES, SEVERABILITY, AND AN EFFECTIVE DATE.

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 land development regulations to reflect the adoption of an alternative transportation system, pursuant to Chapter 163.3180 and .31801, F.S. to replace transportation concurrency and road impact fees with a mobility plan and mobility-fee-based transportation system.

The proposed ordinance serves the public by:

- implementing comprehensive plan Transportation and Mobility Element policies to develop and maintain a multimodal transportation system
- ensuring a funding source for the expansion of transportation facilities for a variety of modes to meet the mobility demands of new development, including adequate and efficient mobility projects along with different mobility options
- allowing the use of mobility fees collected through this system to fund transportation infrastructure including not only roads, but also sidewalks, bike paths, and other multi-modal improvements and programs; and
- creating a less automobile-dependent transportation system.

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:
The ordinance includes a fee schedule which will be assessed on new development. The new mobility fee will be imposed on new development and will not have a direct cost to existing businesses.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

The proposed ordinance replaces the county road impact fee with a Village mobility fee. Only a single fee will be assessed. No new charges will be incurred by existing businesses, as the fee is only assessed on new or expanding development.

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

The Village may incur increased costs with the implementation of the recommendations in the Mobility Plan, which pertain to road, pedestrian, bicycle, and transit improvements. There are no new charges or fees that will be imposed on businesses by the subject ordinance.
.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

The proposed land development amendments do not impact existing businesses. The proposed mobility fee will be assessed on new development in lieu of the existing county road impact fee.

4. Additional information the governing body deems useful (if any):

Related comprehensive plan amendments and the 2045 Mobility Plan and the Mobility Fee Technical Report will be considered at the June 12, 2025 Village Council meeting.

ORDINANCE NO. 2025-04

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ASSERTING THE NEED FOR ADOPTION OF MOBILITY FEES; ACKNOWLEDGING REPEAL OF TRANSPORTATION CONCURRENCY AND REPEALING THE SAME AS SET FORTH IN THE VILLAGE CODE OF ORDINANCES AT CHAPTER 34 "LAND DEVELOPMENT'', ARTICLE VI, "LAND USE", DIVISON 12 "TRANSPORTATION PERFORMANCE STANDARDS"; AMENDING THE VILLAGE CODE OF ORDINANCES AT CHAPTER 34 "LAND DEVELOPMENT", ARTICLE VI, "LAND USE", DIVISION 14 "IMPACT FEES" TO INCLUDE MOBILITY FEES PURSUANT TO CHAPTER 163.3164, 163.3180, 163.31801, FLORIDA STATUTES; AND AMENDING SECTIONS 34-1500 THROUGH 34-1517 TO PROVIDE FOR MOBILITY FEES AND A MOBILITY FEE SCHEDULE; PROVIDING FOR CODIFICATION, CONFLICTING ORDINANCES, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section 2(b), Florida Constitution, and Sections 166.021 and 166.041, Florida Statutes, the Village Council has all powers of local self-government to perform municipal functions and to render municipal services in a manner not inconsistent with law, and such power may be exercised by the enactment of Village ordinances; and

WHEREAS, Pursuant to Article VIII, Section (2)(b) of the Florida Constitution and Chapter 166, Florida Statutes, the Village of Palm Springs has broad home rule powers to adopt ordinances to provide for and operate a transportation system, including bicycle and pedestrian facilities, transit facilities, roadways, intersections and personal mobility technology within the Village; and

WHEREAS, the Village Council may exercise any governmental, corporate, or proprietary power for a municipal purpose except when expressly prohibited by law, and the Village Council may legislate on any subject matter on which the Florida Legislature may act, except those subjects described in (a), (b), (c), and (d) of Section 166.021(3), Florida Statutes ("Prohibited Subjects"), which Prohibited Subjects are not relevant to the imposition of a mobility fee within the Village; and

WHEREAS, Palm Beach County currently has an established transportation concurrency and road impact fee system, which has been one part of an overall growth management program as set forth in the Village of Palm Springs Comprehensive Plan; and

WHEREAS, the Palm Beach County transportation concurrency and road impact

fee system is principally focused on vehicular mobility, whereas a mobility fee system takes a comprehensive view on the provision of mobility through walking, biking, transit, motor vehicles and personal mobility technology; and

WHEREAS, by Section 163.3180, Florida Statutes, the Legislature encouraged local governments to adopt mobility plans and mobility fees as an alternative transportation system to replace transportation concurrency, proportionate share and road impact fees; and

WHEREAS, pursuant to Chapter 163.3180, Florida Statutes, the Village has developed a Mobility Plan and Mobility Fee Technical Report; and

WHEREAS, the Village of Palm Springs intends to adopt a mobility fee system based on mobility projects within the Village municipal boundaries as an alternative transportation system consistent with Section 163.3180, Florida Statutes; and

WHEREAS, the Village of Palm Springs intends to replace collection of the current Palm Beach County road impact fee with a mobility fee system administered and programmed by the Village for new development in the Village municipal boundaries consistent with the requirements for alternative transportation systems consistent with Section 163.3180, Florida Statutes, and may identify additional areas as recommended in an updated Mobility Plan; and

WHEREAS, the Village's mobility fee system focuses on person travel demand from projected development within the Village municipal boundaries, which includes walking, biking, transit, and motor vehicular trips, generated by new development and the resulting impact on the transportation system and, accordingly, requires the expenditure of revenue derived under that system to be used on mobility projects identified to meet the travel demand needs of projected development within the Village of Palm Springs; and

WHEREAS, the Village of Palm Springs is experiencing growth and redevelopment within its commercial corridors that necessitate the expansion of transportation capacity for a variety of modes to meet the personal travel demands of new development including adequate and efficient mobility projects along with different mobility options; and

WHEREAS, imposition of a mobility fee on those persons and entities engaging in new development within the Village ensures those persons and entities contribute their fair share of the cost of growth-necessitated mobility projects and such imposition is necessary and reasonably related to the public health, safety, and, welfare of the residents

and guests of the Village of Palm Springs, provided that, the mobility fee imposed does not exceed the actual amount necessary to offset the demand on the transportation system generated by new development; and

WHEREAS, the Village of Palm Springs, in its Transportation and Mobility Element (amendments adopted in June, 2025) sets out goals, objectives, and policies to develop and maintain a safe, convenient, efficient transportation system, and the framework for the development of a Mobility Plan and Mobility Fee pursuant to Section 163.3180, Florida Statutes; and

WHEREAS, the mobility fees imposed hereby (1) are in compliance with the "dual rational nexus test" developed under Florida case law, (2) meet the "essential nexus" and "rough proportionality" requirements established by the United States Supreme Court in *Nollan v. California Coastal Commission*, 483 U.S. 825 (1987), and *Dolan v. City of Tigard*, 512 U.S. 374 (1994), (3) are consistent with the requirements set forth in Section 163.3180, Florida Statutes, and (4) are consistent with and being imposed in accordance with Section 163.31801, Florida Statutes; and

WHEREAS, the Village of Palm Springs Mobility Fee Technical Report, dated July ~~April~~ 2025, prepared by NUE Urban Concepts, LLC, provides the technical analysis to determine the mobility fee and constitutes a proper factual predicate for imposition and expenditure of the mobility fees; and

WHEREAS, establishing the entire Village as a single Benefit District to regulate mobility fee expenditures is the best method of ensuring that the mobility projects funded by mobility fees have the rational nexus and benefit to the new development for which the mobility fees were paid; and

WHEREAS, mobility fees collected will be deposited in the mobility fee special revenue fund for the Benefit District and expended for the purposes set forth herein; and

WHEREAS, mobility fees imposed hereunder achieve the goals, objectives, and policies of the Village of Palm Springs Comprehensive Plan and utilize the tools and techniques encouraged by Section 163.3180, Florida Statutes; and

WHEREAS, the Village Council has determined that this Ordinance adopting a mobility fee will help to preserve and enhance the rational nexus between the need for person travel demands generated by new development in the Village and the mobility fees imposed on that new development; and

WHEREAS, the Village Council has determined, based upon project development time frames, which are often delayed depending upon economic realities, to authorize the refund of collected mobility fees after seven (7) years; and

WHEREAS, the Village Council has determined, based upon mobility project development time frames ,which are often delayed depending upon economic realities, to authorize the refund of collected mobility fees for projects for which a building permit or change of occupancy approval has expired, without construction or extension; and

WHEREAS, the Village Council may implement an administrative service charge and may establish fees, based upon a Study accepted by the Village Council, associated with request for mobility fee determinations, special assessments and studies, off-sets and credits, and the administration and implementation, including amendments and updates, to the mobility plan and the mobility fee system, not to exceed actual cost consistent with Section 163.3180, Florida Statutes; and

WHEREAS, the Village may develop administrative policies and procedures, accepted by the Village Council, for the administration, implementation, and update of the mobility plan and mobility fee to include, but not limited to, assessments, credits, determinations, imposition, off-sets, and studies; and

WHEREAS, the mobility fee shall be adjusted annually, based on the most recently published construction cost inflation factor from the most localized available sources, and the Village shall publish the adjusted mobility fees, not more than 90 days before the annual adjustment, consistent with Florida Statute Section 163.31801; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village of Palm Springs to replace, within the Village municipal boundaries, the Palm Beach County transportation concurrency and road impact fee systems for transportation facilities with a mobility fee system as authorized by Florida Statutes; and

WHEREAS, the Village of Palm Springs intends to no longer require the Palm Beach County road impact fee for new development within the Village municipal boundaries; and

WHEREAS, the Village of Palm Springs intends to communicate with Palm Beach County and request that Palm Beach County engage in negotiation of an interlocal agreement, after adoption of this Ordinance, and will continue to make best efforts to enter into an interlocal agreement with Palm Beach County to address impacts to County roads

within the Village municipal boundaries; and

WHEREAS, the Village Council has noticed, advertised, scheduled, and held public hearings in compliance with Florida Statutes on this proposed Ordinance; and,

WHEREAS, the Village Council has determined that it is advisable and in the public interest to adopt and implement this Mobility Fee Ordinance which will serve a valid public purpose.

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

Section 1. **Recitals.** The foregoing recitals are incorporated herein as true and correct findings and statements of the Village Council of the Village of Palm Springs.

Section 2. **Findings**. It is hereby found, ascertained, determined, and declared by the Village Council that:

(A) The Village of Palm Springs is experiencing growth and redevelopment within its commercial corridors and adjacent areas that necessitates the expansion of transportation facilities for a variety of modes to meet the mobility demands of new development, including adequate and efficient mobility projects along with different mobility options.

(B) Implementation of a mobility fee supports and furthers Goal TM 1 of the Village of Palm Springs Comprehensive Plan which states, “[t]he Village of Palm Springs shall develop and maintain a multimodal transportation system that provides safety for all users.”

(C) Implementation of a mobility fee furthers Transportation and Mobility Element Policy TM 3.5 which states, “[t]he Village of Palm Springs will pursue multiple sources of funding such as mobility fees, gas and sales tax, assessments and property tax, grants, loans, and partnerships for mobility projects identified in the Mobility Plan and for maintenance and operation of the existing transportation system.”

(D) Implementation of a mobility fee furthers Transportation and Mobility Element Policy 4.2.6 which states, “[t]he The mobility fee shall be the only transportation mitigation fee assessed on development within the Village to ensure that new development is not held to a higher standard than existing development, is not assessed for systemwide deficiencies, is not paying twice for the same impacts, and is not paying more than the cost of mobility projects reasonably attributable to the travel demand impact of new development.”

(E) A mobility fee will help to preserve and enhance the rational nexus

between the need for travel demands generated by new development and the mobility fees imposed on that development.

(F) Establishment of a single Benefit District to regulate mobility fee expenditures is the best method of ensuring that the mobility projects funded by mobility fees have the rational nexus and benefit to the development for which the mobility fees were paid.

(G) The mobility fee imposed by this Ordinance (1) is in compliance with the "dual rational nexus test" developed under Florida case law, (2) meets the "essential nexus" and "rough proportionality" requirements established by the United States Supreme Court, in *Nollan v. California Coastal Commission*, 483 U.S. 825 (1987) and *Dolan v. City of Tigard*, 512 U.S. 374 (1994), (3) is consistent with the requirements set forth in Section 163.3180, Florida Statutes, and (4) is consistent with and being imposed in accordance with Section 163.31801, Florida Statutes.

(H) It is in the best interests of the Village of Palm Springs to replace, within the Village municipal boundaries, the Palm Beach County road impact fee system with a mobility fee system.

Section 3. **Repeal of Transportation Concurrency.** In accordance with Sec. 163.3180(5)(i), Florida Statutes, the Village of Palm Springs elects to repeal transportation concurrency within its municipal limits, as described in the Report identified in Section 4 and this Ordinance. Further, the Transportation Performance Standards set forth in the Village Code of Ordinances, at Chapter 34 “Land Development”, Article VI “Land Use”, Division 12 “Transportation Performance Standards”, specifically section 34-1431 “Purpose”, section 34-1432 “County Ordinance Adopted by Reference; Definition of Term, section 34-1433 “Requirements and Administration”, and, section 34-1434 “Proportionate Fair-Share Mitigation Program” are hereby repealed.

Section 4. **Mobility Fee Analysis.** The Village of Palm Springs Mobility Fee Technical Report, dated July ~~April~~ 2025, prepared by NUE Urban Concepts, LLC, (the “Report”) which provides the technical analysis to determine the mobility fee, is hereby accepted as the basis for the mobility fee. This Report sets forth the basis of the assumptions, conclusions, and findings for the mobility fee, the methodology for calculating the mobility fee, the person miles of travel assigned to new development and mobility projects and the person travel demand assigned to various land use categories. The study presents the technical analysis and detailed methodology supporting the Village Mobility Fees.

Section 5. Chapter 34 “Land Development”, Article VI “Land Use”, Division 14 “Impact Fees” is retitled to “Impact Fees and Mobility Fees”, and Sections 34-1500 through 34-1517 are modified pursuant to **Exhibit “A”** to provide for mobility fees and a mobility fee schedule, which Exhibit “A” is attached hereto and incorporated herein (underlined language is being added; stricken language is being deleted).

Section 6. Codification. This Ordinance shall be codified in the Village Code of Ordinances with the repealed sections in this Ordinance deleted from the Code and the added sections/language in this Ordinance included in the Code, which may all 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 7. Repeal of Conflicting Ordinances. All ordinances, resolutions, or parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 8. Severability. If any word, clause, sentence, paragraph, section or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

Section 9. Effective Date. This Ordinance shall become effective on October 8, 2025, 90 days after adoption.

Council Member _____, offered the foregoing Ordinance, and moved its adoption. The motion was seconded by Council Member _____, and upon being put to a vote, the vote was as follows:

	Aye	Nay	Absent
BEV SMITH, MAYOR	□	□	□
KIMBERLY SCHMITZ, VICE MAYOR	□	□	□
GARY READY, MAYOR PRO TEM	□	□	□
JONI BRINKMAN, COUNCIL MEMBER	□	□	□

PATTI WALLER, COUNCIL MEMBER □ □ □

The Mayor thereupon declared this Ordinance approved and adopted by the Village

Council of the Village of Palm Springs, Florida, on second reading, on this _____

day of_____, 2025.

VIVILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

First Reading:_____

Second Reading:_____

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____
CHRISTY GODDEAU, VILLAGE ATTORNEY

DIVISION 14. IMPACT FEES AND MOBILITY FEES[1]

Sec. 34-1500. Short title.

This division shall be known and may be cited as "the Village of Palm Springs Impact Fees and Mobility Fees."

(Ord. No. 2021-03 , § 1(34-1500), 6-10-2021)

Sec. 34-1501. Applicability.

This division applies to new capital improvement impact projects and mobility projects for which a building permit is applied for after the effective date of this chapter. This chapter adopts impact fees and mobility fees to offset the village's costs to maintain its capital improvement system and transportation system as the terms are ~~is~~ defined in section 34-1503. This chapter does not exempt or affect the requirements for the payment of utility and other service fees, including water and wastewater fees, under chapter 78, "utilities" of the Village Code of Ordinances.

(Ord. No. 2021-03 , § 1(34-1510), 6-10-2021)

Sec. 34-1502. Findings of fact, purpose and intent of ordinance.

It is hereby ascertained, determined and declared that:

(a) Both existing development and development necessitated by the growth contemplated in the comprehensive plan will require improvements and additions to law enforcement facilities, ~~and~~ parks and recreation facilities, and transportation system of the village to accommodate and maintain existing level of service standards.

(b) Future growth necessitating capital improvement impact projects and mobility projects should contribute its proportional and reasonable share of the cost of capacity-adding improvements and additions to law enforcement facilities, ~~and~~ parks and recreation facilities, and transportation system required to accommodate capital improvement demands and person travel demands generated by such growth as adopted in the comprehensive plan.

(c) Implementation of a reasonable impact fee structure to require future capital improvement impact projects and mobility fees to require mobility projects to contribute their proportional and reasonable share of the cost of required new capital improvement capacity and mobility projects is an integral and vital element of the regulatory plan of growth management incorporated in the comprehensive plan.

(d) The projected capital improvements, and additions to the capital improvement system of the village and the allocation of projected costs between those necessary to serve existing development and those required to accommodate new capital improvement impact projects, as presented in the study

[1]Ord. No. 2021-03 , adopted June 10, 2021, added provisions to be designated as §§ 34-1500—34-1660. In order to maintain the numeric style of the Code, said provisions have been redesignated as §§ 34-1500—34-1517. Original section numbering has been maintained in the history notes following each section.

entitled "impact fee study," approved and adopted by the village council on May 13, 2021, and such projections are found to be in conformity with the comprehensive plan.

(e) The mobility projects identified in the 2045 Village of Palm Springs Mobility Plan dated February, 2025 are intended to meet future travel demand from new development and serve as the basis for the Village of Palm Springs Mobility Fee Technical Report dated July ~~June~~, 2025. The mobility fee is intended to mitigate the impact of new development on Village, County, and State Roads. The mobility plan and mobility fee were developed consistent with the needs and benefits requirements of the dual nexus and the mobility fee is roughly proportional to the impact of new development.

(f e) Capital improvement and mobility planning is an evolving process, and the capital improvements and additions to the law enforcement facilities and parks and recreation facilities and the mobility projects for the transportation system identified upon the date of adoption of the ordinance from which this article is derived constitute projections of growth patterns and improvements, ~~and~~ additions, and projects based upon present knowledge and judgment. Therefore, in recognition of changing growth patterns and the dynamic nature of population growth, it is the intent of the village council that the identified improvements and additions to the capital improvement system and the mobility projects for the transportation system be reviewed and adjusted periodically to ensure that impact fees and mobility fees are imposed equitably and lawfully and are utilized effectively based upon actual and anticipated conditions at the time of their imposition.

(g ~~f~~) The purpose of this chapter is to require payment of village-wide impact fees by new capital improvement impact projects and to provide for the cost of capital improvements to the village's capital improvement system, which are required to accommodate the additional demand caused by such capital improvement impact projects.

(h) The purpose of this chapter is to require payment of village-wide mobility fees by mobility and to provide for the cost of mobility projects to the village's transportation system, which are required to accommodate the additional person travel demand from new development.

(i g) The village manager hereby designates the planning, zoning and building director as the administrator of this chapter.

(j ~~h~~) This chapter shall not be construed to permit the collection of impact fees from capital improvement impact projects in excess of the amount reasonably anticipated to offset the proportional demand new growth will have on the village's capital improvement systems.

(k) This chapter shall not be construed to permit the collection of mobility fees from new development in excess of the amount attributable and assignable to new development to mitigate its impact to the village's transportation system.

(Ord. No. 2021-03 , § 1(34-1520), 6-10-2021)

Sec. 34-1503. Definitions.

When used in this chapter, the following words, terms and phrases, whether capitalized or not, shall have the meanings set forth in this section. Terms used in this article but which are not defined here, shall have the meaning set forth in section 1-2 of the Code of Ordinances.

Alternative impact fee or mobility fee: An alternative fee calculated by an applicant and approved by the director pursuant to section 34-1509.

Applicant: The person who applies for a building permit for a capital improvement impact project.

Assessment Area: A geographic area of the Village or a specific development pattern where mobility fees are assessed on new development.

Automative Repair Establishment: A building, bays, service bays, stalls, or stations for the routine maintenance of motor vehicles including oil changes, cleaning, or replacing filters, replacing windshield wipers, changing tires, providing for maintenance, service, and repair, and changing and topping off vehicle fluids and falls under the description of ITE Trip Generation Manual Land Use Code Series 800 and 900. Any building square footage associated with motor vehicle service would fall under retail uses and pay the applicable impact fee per the square footage of the building not associated with the quick lube service.

Benefit District: A geographic area of the Village where mobility fees paid by new development are expended on mobility projects.

Business Uses: Uses such as general offices, hospitals, higher education, post-secondary trade schools, and professional activities primarily involving the provision of professional or skilled services, including but not limited to accounting, legal, real estate, insurance, financial, engineering, architecture, accounting, and technology.

Capacity: The maximum sustainable flow rate, at a service standard, at which persons or vehicles reasonably can be expected to traverse a point or a uniform section of a bicycle facility, pedestrian facility, roadway, or shared-use multimodal facility during a given time-period under prevailing conditions. For transit, the capacity is the maximum number of persons reasonably accommodated riding a transit vehicle, along with the frequency and duration of transit service.

Capital improvements: Facilities in the village's capital improvement system that include or add capacity to accommodate new capital improvement impact projects, consistent with the impact fee study assumptions and methodology and this article.

Capital improvement impact project: Land development designed or intended to permit a use of the land which will contain more impact units than the existing use of land, or which will otherwise change the use of land in a manner that increases the demands upon the village's capital improvement system.

Capital improvement system: The village-wide law enforcement facilities and parks and recreation facilities provided by the village to accommodate additional capital improvement demands generated by new capital improvement construction.

Community Serving: Uses that are operated by non-profit civic organizations, governmental entities, foundations, or fraternal organizations, including places of assembly. Community serving also includes uses such as YMCA, museum, art studio, gallery, cultural center, community meeting spaces, community theater, library, or a fraternal or masonic lodge or club, or any community and civic based uses that do not sell retail goods or services for profit and that participates in community and public activities. Food, beverages, goods, and services may be offered for ancillary fundraising and sales to support the community serving use.

Commercial Use Drive-Thru: Any drive-thru lane associated with a personal service or retail use. The drive-thru may include an order window or a door, window, or other means of access to drop-off or pick-up up goods, items, services, ordered through a mobile app or online. Common uses include dry cleaners or pharmacies. Increasingly retail uses are including drive-thru lanes to pick up ordered goods. Drive-thru lanes associated with a bank, fast food or quick service restaurant, financial institution, or auto wash are assessed additive mobility fees. Retail uses include those under ITE Land Use Codes Series 800 and 900, except those uses included on the mobility fee schedule with defined mobility fee rates.

Convenience Retail: A use that sells convenience goods and products as further defined in the ITE Trip Generation Manual for Land Use Codes 851, 944, 945, and 950. Convenience store uses with motor vehicle charging or fueling shall be assessed an additive impact fee per charging or fueling position. Convenience store uses with third party restaurants shall be assessed mobility fees for the areas for quick service restaurants and based on those applicable rates for the defined areas. Uses with quick service drive-thru lanes shall also be assessed impact

fees per drive-thru. Uses with motor vehicle cleaning shall be assessed impact fees for the motor vehicle cleaning units of measure.

Director: The director of the village's planning, zoning and building department, or the director's designee.

Fees: Where the term fee or fees is utilized in this chapter, without the word impact or mobility before the term, shall collectively mean all impact fees and mobility fees imposed by the village.

Free-Standing Retail: Goods, merchandise, personal services, retail, and sales conducted in free-standing building where any single use under common ownership exceeds 75 percent of the total square footage of the building. Auto parts stores, automobile dealerships, discount stores, superstores, variety stores, and wholesale clubs are typically the types of retail land uses that would feature free-standing retail buildings. These uses fall under the 800 and 900 series of land use codes for the ITE Trip Generation Manual and are not other specified in the mobility fee schedules of uses.

Encumbered: Monies committed by contract or purchase order in a manner that obligates the village to expend the encumbered amount upon delivery of goods or completion of services or, if applicable, conveyance of right-of-way by a vendor, supplier, contractor or owner.

High Impact Retail: Uses such as grocery stores, supermarkets, package stores, liquor, or alcohol for off-site consumption, where 50% or more of the gross square footage of the use is for the sale of edible or drinkable goods. High Impact Retail uses also include banks, credit unions, sit-down restaurants, and pharmacies. These uses generally generate between 75 and 250 daily trips per 1,000 sq. ft. These uses may offer other goods, products, and services such as on-site consumption of food or beverages, pharmacies, cleaning and household supplies, pharmacies, and other personal services. Banks and credit unions, pharmacies, and restaurants located within a multi-tenant retail use would be assessed the multi-tenant retail use mobility fee.

Impact: Any new development that results in an increase in person travel demand above the demand generated by the existing use of property, including submerged properties.

Impact fee benefit district: The geographic area encompassed by the village of palm springs at the time of the impact fee study.

Impact fee rate: An impact fee imposed for a particular capital improvement impact project under the applicable impact fee land use category established in the schedule incorporated in section 34-1505.

Impact fee study: The studies adopted pursuant to section 34-1504.

Impact unit: An increment of development measured in dwelling units, building area, floor area, retail area, beds, or other similar measure identified in the impact fee study.

ITE Trip Generation Manual: The latest edition of the report entitled "Trip Generation" produced by the Institute of Transportation Engineers (ITE), and any official updates.

Law enforcement facilities: Capital improvements provided by the village to accommodate capital improvement impact projects for the purpose of acquiring or expanding police services capital equipment and/or facilities under the jurisdiction of the village.

Level of service standard: The minimum acceptable conditions of law enforcement facilities and parks and recreation facilities.

Long Term Care: Communities designed for long term care of on-site residents, such as assisted living facilities, congregate care facilities and nursing homes, with common dining and on-site health facilities for residents that is not a general retail or commercial use open to the public. This use includes ITE Trip Generation Manual Land Use Codes 253, 254, 255, and 620.

Mixed-use capital improvement impact projects: In which more than one impact fee land use category is contemplated, with each category constituting a separate and identifiable enterprise not subordinate to or dependent on other enterprises within the capital improvement impact project.

Mobility: The ability to move people and goods from an origin (beginning point) to a destination (end point) by multiple modes of travel in a timely (speed) manner.

Mobility fee: A monetary exaction imposed on new development to fund mobility projects identified in the most recently adopted mobility plan.

Mobility fee expenses: Expenditures for: (a) the repayment of principal and interest or any redemption premium for loans, advances, bonds, bond anticipation notes, and any other form of indebtedness then outstanding consistent with statutory allowances and used to advance mobility projects identified in the mobility plan; (b) reasonable administrative and overhead expenses necessary or incidental to expanding and improving mobility projects; (c) crosswalks, elevated crossings, bridges, traffic control and crossing warning devices, landscape, trees, way finding, irrigation, hardscape, streetscape, and lighting related to projects; (d) micromobility devices, microtransit vehicles, programs and services, (e) mobility hubs, rail stations with parking structures, transit circulators, facilities, programs, shuttles, services and vehicles; (f) reasonable expenses for engineering studies, stormwater reports, soil borings, tests, surveys, construction plans, and legal and other professional advice or financial analysis relating to projects; (g) the acquisition of right-of-way and easements for the improvements, including the costs incurred in connection with the exercise of eminent domain; (h) the clearance and preparation of any site, including the demolition of structures on the site and relocation of utilities; (i) floodplain compensation, wetland mitigation and stormwater management facilities; (j) all expenses incidental to or connected with the issuance, sale, redemption, retirement, or purchase of bonds, bond anticipation notes, or other forms of indebtedness, including funding of any reserve, redemption, or other fund or account provided for in the ordinance or resolution authorizing such bonds, notes, or other form of indebtedness consistent with statutory allowances and used to advance mobility projects identified in the mobility plan; (k) reasonable costs of planning, design, survey, engineering, and construction, including mobilization, maintenance of traffic during construction and CEI (construction engineering and inspection) services of mobility projects, (l) village administration, implementation updates to the mobility plan and mobility fee, including any analysis, assessments, counts, data collection, plans, programs or studies needed for mobility projects, (m), local match for federal, state and county funded projects.

Mobility fee schedule: The land uses for which a mobility fee is to be assessed on new development. The schedule includes the mobility fee rates per unit of measure for each land use.

Mobility fee technical report: The Village of Palm Springs Mobility Fee Technical Report dated July ~~April~~ 2025 and prepared by NUE Urban Concepts, LLC and DDEC, LLC that documents the analysis, data and methodology used to develop a mobility fee and is adopted pursuant to an implementing ordinance which authorizes imposition of the mobility fee.

Mobility plan: The Roadway Plan, Multimodal Plan, and Mobility Programs included in the Village of Palm Springs Mobility Plan dated February, 2025 and prepared by DDEC, LLC & NUE Urban Concepts, LLC that identifies mobility projects within and adjacent to the Village to meet future person travel demand from new development and serves as the basis for the Village's mobility fee. Future updates of the Mobility Plan may be referenced as a Mobility Plan or a Mobility Plan with a future year.

Mobility programs: Initiatives identified in the Mobility Plan intended to implement the Mobility Plan. These mobility programs include a variety of plans and studies that the Village will undertake as part of implementation of the mobility plan and expenditure of the mobility fees.

Mobility project: Improvements such as bike lanes, buffered bike lanes, protected bike lanes, cycle tracks, raised bike lanes, intersections, interchanges, roundabouts, boardwalks, pathways, shared-use paths, multi-use paths/trails, sidewalks, traffic calming, elevated crossings, pedestrian bridges, overpasses or underpasses, roads, streets, and streetscape. Mobility projects also include policies, programs and services, wayfinding, micromobility devices, and transit vehicles, circulators, lanes, stops, and facilities, along with mobility hubs and corridor studies. Projects can include new or additional travel lanes and turn lanes, upgrade of roads that results in a change in functionally classification of the road, complete and low speed streets, curbless shared streets, new or upgraded

traffic signals, traffic synchronization, mobilization, maintenance of traffic, survey, geotechnical and engineering, utilities, construction, PD&E, planning, engineering and inspection, utility relocation, right-of-way, easements, land acquisition, stormwater management facilities. These projects may also be referred to as mobility plan projects or multimodal projects.

Multi-Tenant Retail: Goods, merchandise, personal service, restaurant, retail, and street level mixed-use provided in a single building, with two (2) or more separate and distinct uses under different corporate ownership where no single use exceeds 75 percent of the total square footage of the building. For street level mixed-use, the first floor uses would be utilized to determine the 75 percent threshold mix and would feature one or more floors above the street level with non-residential, office, retail, or residential uses. This includes land uses under ITE Land Use Codes Series 800 and 900.

New Development: New residential and non-residential construction, any new land development or site preparation activity, any new construction of buildings or structures, any modification, reconstruction, redevelopment, or upgrade of buildings or structures, any change of use of a building, land, or structure, and any special exception approval, variance, or special use permit that results in an impact to the transportation system.

Non-residential additive uses: A use with a mobility fee rate based on a unit of measure that generates high levels of impact per unit such as service bays, car wash lanes, fueling positions for motor vehicles, and drive-thru lanes for banks, quick service restaurants, and retail uses. These mobility fees per unit of measure are assessed in addition to mobility fees assessed per land use based on square footage of buildings and structures or the applicable unit of measure for the land use. These non-residential uses fees may be referred to additive fees or additive mobility fees.

Non-residential square feet: The sum of the gross floor area (in square feet) of the area of each floor level under cover, including cellars, basements, mezzanines, penthouses, corridors, lobbies, stores, and offices, that are within the principal outside faces of exterior walls, not including architectural setbacks or projections. Included are all areas that have floor surfaces with clear standing head room (six feet six inches, minimum) and are used as part of primary use of the property of their use. If an area within or adjacent to the principal outside faces of the exterior walls is not enclosed, such as outdoor restaurant seating, areas used for storage of goods and materials, or merchandise display, and is determined to be a part of the primary use of property, this gross floor area is considered part of the overall square footage of the building. Areas for parking, circulation, ingress, egress, buffers, conservation, walkways, landscape, stormwater management, and easements or areas granted for transit stops or multimodal parking are not included in the calculation of square feet.

Offsite improvements: Capital improvements located outside of the boundaries of a capital improvement impact project, which are required by the village in order to mitigate the demands of developments other than those of a proposed capital improvement impact project paying impact fees or requesting developer contribution credits. Offsite improvements do not include access improvements.

Outdoor Recreation per Acre: Outdoor recreational activity including land uses with miniature golf, batting cages, bumper boats, go-carts, golf driving ranges, soccer, baseball and softball fields, paintball, skating, cycling or biking that require paid admittance, membership or some other type of fee for use. The use could feature one type of outdoor recreation or a mixture of activities. The mobility fee for buildings and structures for refreshments, bathrooms, changing and retail would be based on the mobility fee rate for Indoor Recreation. The fee shall be based upon the acreage for which the primary function of the acreage is active recreational uses. Areas for circulation, parking, buffers, buildings, structures, and stormwater where the primary function of the acreage is not active recreation are excluded from the total assessable acreage. The use would generally fall under the ITE Land Use Code Series 400.

Outdoor Recreation per Court: Outdoor recreational activity including land uses with basketball, pickleball, racquetball, and tennis courts that require paid admittance, membership or some other type of fee for use. The use could feature one type of court or could feature a variety of court types. The mobility fee for buildings and structures for

refreshments, bathrooms, changing and retail would be based on the mobility fee rate for Indoor Recreation. The use would generally fall under the ITE Land Use Code Series 400.

Outdoor Recreation per Hole: Golf course open to the public or through a membership fee that are not used for the exclusive and permanent use of residents within a master planned or unified development. The mobility fee for buildings and structures for refreshments, bathrooms, changing and retail would be based on the mobility fee rate for Indoor Recreation. The fee shall be based upon the total number of holes on the golf course for use in actively playing golf. The use would generally fall under the ITE Land Use Code 430.

Owner: The person holding legal title to the real property upon which the capital improvement impact project is to occur.

Parks and recreation facilities: The community, neighborhood, and special facility park and recreation facilities provided by the village in order to accommodate capital improvement impact projects.

Person travel demand (PTD): Travel demand from new development based on trip generation, pass-by trips, vehicle trip lengths, limited access travel, origin and destination factors, vehicle miles of travel, and person miles of travel factors. The resulting mobility fees are roughly proportional to the person travel demand per use and assessment area provided on the mobility fee schedule.

Private Education: Building or buildings used for pre-school, private school, childcare, or day care where students are educated by a non-governmental entity with grades ranging from pre-kindergarten to 12th grade. Private schools do not include Charter Schools, which are exempt from local government fees per Florida Statute. Childcare and day care shall mean a facility where care for young children is provided, normally during the daytime hours. Day care facilities generally include classrooms, offices, eating areas and playgrounds. Postsecondary education falls under office uses. The mobility fee shall be determined based on the number of allowable students, unless otherwise specified in an agreement between the Village and the educational use. These uses are under ITE Trip Generation Manual under Land Use Code Series 500.

Quick service restaurant: A building or structure where an order for food is placed at a service counter, at a drive-thru or walk-up pick-up window, or via a mobile device or an on-line application or portal, or a designated delivery or parking area. These uses may or may not have indoor or outdoor seating and may or may not have a drive thru. These uses include fast casual, fast food, quick service, food, and beverages, communal or ghost kitchens, delivery only services, food trucks, or shipping container facilities. Any use with a drive-thru lane or parking areas designated for delivery pick-ups shall be assessed an additive mobility fees per drive-thru lane.

Quick service restaurant drive-thru: A delivery lane where an order is picked-up by a customer that placed an order at a call box, window, or screen, or via a mobile device or an on-line application or portal. The number of drive-thru lanes shall be based on the total number of lanes, not the number of windows where an order is picked-up. Some drive-thru lanes may be opened longer than the restaurant is open. Food may be obtained from a pick-up window, locker, station, or functional equivalent after the order has been placed. For uses with designated parking areas for delivery pick-up where food is brought to the parking location, every (5) designated spaces shall be considered the equivalent to a drive-thru lane. The mobility fee per drive-thru is assessed in addition to the mobility fee assessed for the building.

Residential dwelling: For purposes of mobility fees, a dwelling unit, including single-family attached, single-family detached, multi-family, student housing, or active adult as a self-contained living space intended for residential occupancy by one or more individuals, including permanent facilities for living, sleeping, eating, cooking, and sanitation.

Residential square feet: For purposes of mobility fees, the sum of the livable area (in square feet) of each dwelling that is fully enclosed (door, window, walls) measured from the exterior surface of the exterior walls and under roof. This square footage includes all common areas and an attached garage for individual dwelling units. This square footage does not include multi-story parking structures or detached garages for condos or multifamily uses. This square footage does not include garages that have not been converted to livable areas.

Ancillary structures without attached dwelling units are not included as residential square footage.

Residential uses: For purposes of mobility fees, residential uses shall include those uses specified in the ITE Trip Generation Manual under the Land Use Code Series 200 for all Land Use Codes between 210 and 252.

Square footage or *sf:* The gross area measured in feet from the exterior faces of exterior walls or other exterior boundaries of the building.

Transportation system: The right-of-way, easements, roads, streets, alleyways, curb-cuts, traffic control devices, stormwater management facilities, utilities, bridges, and multimodal facilities that allow for circulation, mobility, and parking within the Village and accessibility to land uses, property, and modes of transportation within the Village.

Travel demand: The mode of transportation mobility that people choose to use, and how those choices result in trips of varying lengths on the transportation system.

Vehicle cleaning: A building, stalls, stations, or tunnels for the cleaning, detailing, polishing, washing, or waxing of motor vehicles or boats which fall under the description of ITE Trip Generation Manual Land Use Code Series 800 and 900. This use includes full-service, partial service, and self-service uses. The unit of measure shall be the number of bays or stalls for self-service cleaning, and the number of approach lanes for automated, semi-automated, or tunnel washes where payment is rendered or a card, code, or other means is used to access the cleaning service. For uses with automated, semi-automated, or tunnels, finishing stations for detailing, drying, or vacuuming impact fees shall also be assessed at a rate of one (1) station per every five (5) finishing stations. For uses with self-service bays or stalls, which typically feature a greater number of facilities than automated or semi-automated facilities, finishing stations for detailing, drying, or vacuuming. Mobility fees shall also be assessed at a rate of one (1) station per every ten (10) finishing stations.

Vehicle charging or fueling: The total number of vehicles that can be charged or fueled at one time (fueling positions). Increasingly, land uses such as superstores, (i.e., super Wal-Mart), variety stores, (i.e., Dollar General), and wholesale clubs (i.e., Costco) are also offering vehicle charging and fueling with or with/out small convenience stores. Outside of Florida, several grocery store chains are also starting to sell fuel. Free standing vehicle charging stations that charge a fee for use and are not a requirement of the Village as an ancillary use of a development shall be required to pay a mobility fee. The impact fee rate per charging or fueling position would be in addition to any mobility fee per square foot under the applicable retail land use with vehicle charging or fueling. Motor vehicle charging stations that are not a primary use or function of a commercial or retail use and are either required by the Village or provided as an ancillary use are exempt from payment of the mobility fee. The Village shall have the ability to determine if a charging or fueling station is a commercial use.

(Ord. No. 2021-03 , § 1(34-1530), 6-10-2021)

Sec. 34-1504. Adoption of impact fee study and mobility fee report.

(a) The village council hereby adopts and incorporates by reference the study entitled "Village of Palm Springs Impact Fee Study," dated March 18, 2021, including the assumptions, conclusions and findings in the study as to the allocation of anticipated costs of capital improvements and additions to the village's capital improvements system, between those costs required to accommodate existing development and those costs required to accommodate the demands of new capital improvement impact projects generated by new growth contemplated in the comprehensive plan.

(b) The village council hereby adopts and incorporates by reference the study entitled "Village of Palm Springs Mobility Fee Technical Report," dated July ~~June~~ 2025, prepared by NUE Urban Concepts, LLC and DDEC, LLC. This adoption includes, but is not limited to, the following: the mobility projects included in the mobility plan, the basis of the assumptions, conclusions, and findings in such report as to the basis of the mobility fee, the methodology for calculating the mobility fee, the person miles of travel person miles of capacity assigned to mobility projects, the person travel demand and mobility fee rates assigned to various land use

categories. The Technical Report presents the technical analysis and detailed methodology supporting the mobility fees consistent with the mobility projects included in the mobility plan. Florida Statute limits updates of mobility fees to once every four years, unless there is a finding of extraordinary circumstances. The latest Technical Report shall be maintained by the Village and made available upon request.

(Ord. No. 2021-03 , § 1(34-1530), 6-10-2021)

Sec. 34-1505. Fees imposed.

(a) All capital improvement impact projects occurring within the village's impact fee benefit district, after the effective date, shall either pay the impact fees established in this section or redeem equivalent and valid developer credits.

(b) The impact fees are imposed on all capital improvement impact projects located in the village, at the rates established under the applicable impact fee land use category in Table 1 and Table 2.

(c) The impact fees authorized by this article shall be as stated in Table 1 and Tabel 2. A proposed capital improvement impact project shall pay the stated amount for each category of the capital improvement system at the time of building permit issuance.

Table 1
Village of Palm Springs Parks and Recreational Facilities Impact Fee Schedule

Land Use	Impact Unit	Maximum Calculated Impact Fee
Residential		
Single-Family (detached/attached):		
- Less than 1,500 sf	du	$659.00
- 1,500 to 2,499 sf	du	$731.00
- 2,500 sf or more	du	$819.00
Multifamily (Apartment/Condo)	du	$485.00
Mobile Home	du	$582.00
Senior Adult Housing (Detached)	du	$560.00
Senior Adult Housing (Attached)	du	$370.00

Table 2
Village of Palm Springs Law Enforcement Impact Fee Schedule

ITE LUC	Land Use	Impact Unit	Maximum Calculated Impact Fee
Residential:			
210	Single-Family (detached/attached)		
	- Less than 1,500 sf	du	$271.44
	- 1,500 to 2,499 sf	du	$301.60
	- 2,500 sf or more	du	$337.51
220/230	Multifamily (Apartment/Condo):	du	$199.63
240	Mobile Home	du	$239.85
251	Senior Housing (Detached)	du	$229.79

252	Senior Housing (Attached)	du	$152.24
Transient, Assisted, Group:			
253	Congregate Care Facility	du	$208.01
254	Assisted Living Facility	bed	$145.45
310	Hotel	room	$153.27
320	Motel	room	$126.68
620	Nursing Home	bed	$170.48
Recreational:			
430	Golf Course	hole	$131.38
444	Movie Theater	screen	$811.72
Institutions:			
520	Elementary School (Private)	student	$12.51
522	Middle School (Private)	student	$14.08
530	High School (Private)	student	$14.08
540	University/Junior College (7,500 or fewer students) (Private)	student	$15.64
550	University/Junior College (more than 7,500 students) (Private)	student	$12.51
560	Church	1,000 sf	$57.87
565	Day Care Center	1,000 sf	$126.68
Medical:			
610	Hospital	1,000 sf	$201.76
630	Clinic	1,000 sf	$284.65
Office:			
710	General Office	1,000 sf	$139.20
720	Medical Office 10,000 sq. ft. or less	1,000 sf	$187.68
720	Medical Office greater than 10,000 sq. ft.	1,000 sf	$269.01
Retail:			
820	Shopping Center/Retail	1,000 sfg	$236.16
840/841	New/Used Auto Sales	1,000 sf	$245.55
850	Supermarket	1,000 sf	$376.92
880/881	Pharmacy/Drug Store with and without Drive-Thru	1,000 sf	$289.34
890	Furniture Store	1,000 sf	$50.05
Services:			
911	Bank/Savings Walk-In	1,000 sf	$161.09
912	Bank/Savings Drive-In	1,000 sf	$233.04
931	Quality Restaurant	1,000 sf	$900.86
932	High-Turn Over Restaurant	1,000 sf	$871.15
934	Fast Food Restaurant w/Drive-Thru	1,000 sf	$1,517.08
942	Automobile Care Center	1,000 sf	$261.19
944	Gas Station w/Convenience Market <2,000 sq. ft.	fuel pos.	$228.34
945	Gas Station w/Convenience Market 2,000-2,999 sq. ft.	fuel pos.	$278.39
960	Gas Station w/Convenience Market 3,000+ sq. ft.	fuel pos.	$315.93
Industrial:			
110	General Light Industrial	1,000 sf	$78.20
140	Manufacturing	1,000 sf	$71.94
150	Warehousing	1,000 sf	$17.20
151	Mini-Warehouse	1,000 sf	$6.26
154	High-Cube Transload/Storage	1,000 sf	$14.08

(d) All new development occurring within the mobility fee assessment area, after the effective date, shall pay the mobility fees established in this section.

(e) The mobility fees are imposed on all new development located in the village, at the rates established under the applicable mobility fee land use category in Table 3.

(f) The mobility fees authorized by this article shall be as stated in Table 3. New development shall pay the applicable mobility fee per unit of measure for land use categories in the mobility fee schedule at the time of building permit issuance.

Table 3
Village of Palm Springs Mobility Fee Schedule

Land Use Categories, Use Classifications & Representative Uses (In Parentheses)	Unit of Measure	Mobility Fee Rate
Residential Uses		
Residential Dwelling (Attached, Detached, Duplex, Group, Row, Multiple-Family, Single-Family)	1,000 sq. ft.	$3,659
Institutional Uses		
Community Serving (Center, Club, Clubhouse, Lodge, Museum, Performance Venues, Place of Assembly or Worship)	1,000 sq. ft.	$2,598
Long Term Care (Adult Day Care, Assisted Living, Continuum of Care Facility, Group Care, Nursing Home)	Per Bed	$664
Private Education (Afterschool, Child Care or Day Care, K-12, Pre-K, Trade School, Tutor)	Per Student	$753
Commercial Recreation Facility Uses		
Outdoor Recreation (Fields, Fitness, Multi-Purpose, Sports)	Per Acre	$7,719
Outdoor Recreation (Pickleball, Racquetball, Tennis Courts)	Per Court	$12,056
Outdoor Recreation (Golf Course)	Per Hole	$12,621
Indoor Recreation (Fitness, Gym, Health, Indoor Amusement, Entertainment or Sports, Kids Activities or Fitness)	1,000 sq. ft.	$10,328
Industrial Uses		
Industrial (Heavy, Flex-Unit, Light, Micro-brewery, Self or Outdoor Storage, Utilities)	1,000 sq. ft.	$1,986

Office Uses		
Business (Business, Profession and Occupation, Business or Professional Service, Higher Education, Hospital)	1,000 sq. ft	$4,362
Medical or Dental (Clinic, Dental, Health Service, Laboratory, Emergency Care, Rehab, Veterinary)	1,000 sq. ft	$9,960
Retail Sales and Service Uses		
Multi-Tenant Retail (Goods, Merchandise, Personal Services, Restaurant, Retail, Street Level Mixed-Use)	1,000 sq. ft.	$4,050
Free-Standing Retail (Auto, Discount, Home Improvement, Superstore, Wholesale)	1,000 sq. ft	$6,608
High Impact Retail (Drinking Establishment, Financial Service, Full Service Restaurant, Grocery, Package Liquor, Pharmacy)	1,000 sq. ft	$10,933
Convenience Retail (Convenience Store, Gas or Service Station)	1,000 sq. ft	$43,449
Quick Service Restaurant (Carry Out, Delivery Oriented, Drive-In, Fast Casual, Fast Food)	1,000 sq. ft	$40,773
Non-Residential Additive Uses (All uses are additive except mobile residence and overnight lodging)		
Automotive Repair Establishment (Major or Minor Repair, Tires)	bay or stall	$6,378
Commercial Use Drive-Thru (Convenience, Dry Cleaner, High Impact Retail, Retail)	lane	$16,099
Financial Service Drive-Thru Lane or Free-Standing ATM (Banks, Credit Unions, Other Financial)	lane / ATM	$19,658
Overnight Lodging (B&B, Hotel, Motel, Short Term Vacation Rental)	room	$3,040
Quick Service Restaurant Drive Thru	lane	$43,774
Mobile Residence (Mobile Home (MH), Recreational Vehicle (RV), Travel Trailer (TT), MH, RV, and / or TT Park)	space / lot	$2,037
Vehicle Charging or Fueling (Commercial Facility which requires Membership or Payment)	charging or fueling position	$9,736
Vehicle Cleaning (Automated, Carwash, Detailing, Self-Service, Wash, Wax)	lane or stall plus per five (5) stations	$15,351

(g) The mobility fee calculation for certain land uses varies from the Village's other impact fees. The following are unique mobility fee specific calculations:

(1) For any residential dwelling, regardless of type of residential use, is based on the ~~total~~ residential square footage, divided by 1,000, and multiplied by the applicable mobility fee rate.

(2) For commercial recreation facility uses that feature both indoor facilities and outdoor recreation, the total mobility fee shall be the sum of the indoor mobility fee based on square footage plus the outdoor mobility fee based on acreage. Any square footage that is leased to an unaffiliated third-party use that provides drinks, food, goods, services, shall be required to pay the applicable mobility fee per the individual uses identified in the mobility fee schedule. For overnight accommodation, the mobility fee shall be based on the total number of rooms per the overnight lodging mobility fee rate.

(3) For commercial storage uses, acreage for any unenclosed material and vehicle storage, including but not limited to boats, commercial vehicles, recreational vehicles (RV), and trailers, sales and display shall be converted to square footage by multiplying the total acreage by 43,560.

(4) For community serving ~~institutional~~, industrial, office, and retail sales and service uses, the mobility fee shall be based on the total non-residential square footage, divided by 1,000, and multiplied by the applicable mobility fee rate.

(5) Long term care uses shall be assessed mobility fees on a per bed basis, excluding office and medical office uses or other square footage released to a third-party square. Private education uses shall be assessed on a per student basis. Outdoor recreation shall be based on either the applicable number of acres, courts, or holes per the definition and proposed uses. Buildings shall be assessed the indoor recreation rate.

(6 ~~5~~) Overnight lodging is based on the number of rooms available for guest. Any square footage that is leased to a third-party unaffiliated use that provides drinks, food, goods, or services to the public, shall be required to pay the applicable mobility fee per use. This does not apply to conference spaces, markets, or food and beverage service provided by the overnight lodging primarily for guest.

(7 ~~6~~) Mobile residence is based on the number of lots or spaces rooms available for a mobile residence. Any square footage that is leased to a third-party unaffiliated use that provides drinks, food, goods, or services to the public, shall be required to pay the applicable mobility fee per use. This does not apply to community spaces, laundry facilities, or food and beverage provided for residents.

(8 ~~7~~) For non-residential additive uses, mobility fees are assessed per applicable unit of measure multiplied by the applicable mobility fee rate, plus the mobility fee assessed for the square footage of non-residential buildings.

a. Automotive repair establishments are assessed per bay or stall, plus the retail mobility fee rate associated with any additional square footage for waiting areas, goods, parts, supplies, and transactions.

b. Any drive-thru associated with a retail or high impact retail use will be an additive fee in addition to the applicable retail mobility fee per square foot of the building. The number of drive-thru lanes will be based on the number of lanes present when an individual places an order or picks up an order, whichever is greater.

c. Financial services drive-thru or freestanding ATM include banks, credit unions, and financial institutions with a drive-thru shall pay the high impact retail rate for the square footage of the building under the high impact retail use category. Drive-thru lanes, free standing ATM's and drive-thru lanes with ATM's are assessed a separate fee per lane or per ATM and are added to any mobility fee associated with the building. The free-standing ATM is for an ATM only and

not an ATM within or part of another non-financial building, such as an ATM within a grocery store or a convenience store.

d. Any drive-thru associated with a quick service restaurant will be an additive fee in addition to the applicable convenience retail or quick service restaurant per square foot of the building. The number of drive-thru lanes will be based on the number of lanes present when an individual places an order or picks up an order, whichever is greater.

e. Vehicle charging or fueling mobility fees are based on the maximum number of vehicles that could be charged or fueled at one time. The mobility fee rates per vehicle charging or fueling position apply to a convenience store, gas station, general store, grocery store, supermarket, superstore, variety store, wholesale club or service stations with fuel pumps. In addition, there shall be a separate mobility fee for the square footage of any retail building per the applicable mobility fee rate under commercial and retail uses. Non-commercial vehicle charging stations associated with residential or non-residential uses that are required by the city or are provided by the owner as an amenity and not a commercial purpose shall not be assessed a mobility fee.

f. Vehicle cleaning shall mean any car wash, wax, or detail where a third party or automatic system performs the cleaning service. Mobility fees are assessed per bay, lane, stall, or tunnel. For automated car washes, mobility fees are also assessed per five (5) finishing stations for waxing, drying, detailing, or vacuuming the vehicle. The high impact retail rate shall be used to calculate the mobility fee for any additional building square footage.

(h ~~d~~) Payment of impact fees and mobility fees under this section does not exempt an applicant from the requirement to provide site related access improvements, including required right-of-way dedications or easement deeds, in accordance with the village code requirements, and/or any valid ordinance or regulation applicable to new development. ~~the proposed capital improvement impact project.~~

(Ord. No. 2021-03 , § 1(34-1540), 6-10-2021)

Sec. 34-1506. Exemptions.

(a) The following shall be exempted from payment of ~~impact~~ fees:

(1) Impact fees shall be exempt for ~~A~~ alteration, expansion or replacement of an existing dwelling unit which does not increase the number of families which that dwelling unit is arranged, designed, or intended to accommodate for the purpose of providing living quarters, except in the case of single-family homes when the expansion results in the dwelling unit to move into a different tier.

(2) Alteration or expansion of a building if the building use upon completion does not generate greater demand for the applicable category of the capital improvement system than was assumed in the impact fee study and reflected under the applicable impact fee rate; or does not generate an increase in person travel demand per the mobility fee technical report.

(3) Replacement of a building or the construction of an accessory building if the replacement building or accessory building does not result in a land use generating greater demand for the applicable category of the capital improvement system than was assumed in the impact fee study and reflected under the applicable impact fee rate; or does not generate an increase in person travel demand per the mobility fee technical report.

(4) Temporary construction sheds or trailers erected to assist in construction and maintained during the term of a building permit.

(5) Public schools and charter schools, pursuant to F.S. § 1002.33(18)(d).

(6) Any other use exempt under Florida Statutes.

(b) The village shall not increase ~~impact~~ fee rates to offset any reduced revenue resulting from exemptions granted under this section, if any. ~~In addition, to the extent an impact-generating use is exempt, the village will further ensure sufficient funding availability to maintain levels of service.~~

(Ord. No. 2021-03 , § 1(34-1550), 6-10-2021)

Sec. 34-1507. Payment.

(a) Except as otherwise provided in this article, no person shall carry out any capital improvement impact project or new development until ~~unless~~ the appropriate fees have been paid ~~impact fee as set forth in sections 34-1505, 34-1507, 34-1509 or 34-1510 is paid~~ at the time of issuance of the building permit. ~~for the capital improvement impact project.~~

(b) Except as provided in subsection (c) below, each proposed capital improvement impact project and new development shall be categorized by the director according to the land use categories set forth in section 34-1505. The director will categorize a proposed capital improvement impact project and new development based on the meanings assumed in the impact fee study, mobility fee technical report, the definitions in section 1-2 of the Village Code, the Land-Based Classification Standards, (APA) (https://www.planning.org/lbcs/), or other generally accepted source.

(c) If a proposed use is not specifically listed and is determined by the director not to apply to any listed land use category in section 34-1510, the provisions of section 34-1509 of this article apply.

(d) All ~~impact~~ fees required by this article shall be paid directly to the Village of Palm Springs.

(e) The payment of ~~impact~~ fees shall be in addition to any other fees, charges or assessments due for the issuance of a building permit, except as expressly provided otherwise by the Village Code of Ordinances.

(f) The obligation for payment of ~~impact fee~~ fees shall run with the land.

(g) The village council may impose a reasonable administrative charge for the collection of ~~impact~~ fees, not in excess of actual costs.

(Ord. No. 2021-03 , § 1(34-1560), 6-10-2021)

Sec. 34-1508. Changes in use.

~~Impact fees~~ Fees shall be imposed and calculated on any or all of the applicable below listed conditions for the alteration, expansion or replacement of a building or dwelling unit or the construction of an accessory building if the alteration, expansion, or replacement of the building or dwelling unit or the construction of an accessory building results in a land use determined to generate greater impacts on the village's capital improvement systems and transportation system than the present use under the applicable ~~impact~~ fee rate. The ~~impact fee~~ fees imposed under the applicable ~~impact~~ fee rates shall be calculated as follows:

(a) When there is a change in land use, the ~~impact~~ fees imposed shall be the ~~impact~~ fees due under the applicable ~~impact~~ fee rate for the ~~impact fee~~ land use category resulting from the land use change less the ~~impact~~ fee that would be imposed under the applicable ~~impact~~ fee rate for the ~~impact~~ fee land use category prior to the land use change.

(b) Unless exempt by section 34-1506, when the square footage of a building is increased, the impact fee and mobility fee rate shall be calculated based only on the increased square footage.

(c) Unless exempt by section 34-1506, the impact fee imposed for any accessory buildings shall be that applicable under the impact fee rate for the land use for the primary building.

(Ord. No. 2021-03 , § 1(34-1570), 6-10-2021)

Sec. 34-1509. Calculation of fees for non-listed uses and mixed-uses.

(a) If a capital improvement impact project or new development involves a land use not listed under the ~~impact~~ fee land use categories set forth in section 34-1540, the director shall determine the impact on the applicable category of capital improvement systems and transportation system to be generated by the proposed capital improvement impact project and new development and shall calculate appropriate ~~impact~~ fees utilizing a methodology generally consistent with section 34-1590.

(b) If a capital improvement impact project or new development involves a mixed-use capital improvement impact project or new development, the director shall calculate the ~~impact~~ fees based upon the demand, by category of capital improvement system or transportation system, to be generated by each separate land use category included in the proposed mixed-use capital improvement impact project or new development. Outparcels within larger developments shall be calculated individually and not included in the overall square footage of the development.

(Ord. No. 2021-03 , § 1(34-1580), 6-10-2021)

Sec. 34-1510. Alternative fee; calculation.

(a) If an applicant believes that the impact to the law enforcement facilities, ~~or~~ parks and recreation facilities, or transportation system caused by the applicant's proposed capital improvement impact project or new development is less than the fee established in section 34-1508 or 34-1509, the applicant may, at their ~~his or her~~ own expense, prior to issuance of a building permit for such capital improvement impact project or new development, submit a calculation of an alternative impact fee or mobility fee to the director pursuant to the provisions of this section. The director shall make a determination within ten business days of submittal, or as otherwise required by law, as to whether that calculation complies with the requirements of this section.

(b) For purposes of any alternative ~~impact~~ fee calculation, the capital improvement impact project or new development shall be presumed to have the maximum impact on the capital improvement system or transportation system for the land use category contemplated under the impact fee rate or mobility fee rate.

(c) If an applicant decides to perform an alternative ~~impact~~ fee study, the methodology for said study shall be approved by the director, based on the methodology adopted by the village council in the ~~impact~~ fee study, before the applicant begins the study. Through an alternative ~~impact~~ fee study, an applicant may calculate the demand component for a proposed development that is different than that described in the ~~impact~~ fee study. However, the cost and credit components for the alternative ~~impact~~ fee shall be those included in the ~~impact~~ fee study, adjusting for any indexing applied under section 34-1620 or adjustments made by the village council to the fees calculated in the ~~impact~~ fee study.

(d) An application for an alternative ~~impact~~ fee shall include the following information:

(1) For law enforcement, and parks and recreation impact fees:

a. Public facility demand for the proposed development, based on local empirical surveys for the same or similar land use types; and

b. Estimated population based upon local empirical surveys of similar land use types.

(2) For mobility fees:

a. Person travel demand from new developments, based on localized surveys and studies of the same or similar land uses; and

b. Updates to mobility projects.

(e) The alternative ~~impact~~ fee calculations shall be based on data, information or assumptions contained in this article or independent sources, provided that:

(1) The independent source is a village-accepted source of engineering or planning information; or

(2) The independent source is a local study supported by a database adequate for the conclusions contained in that study, performed by a professional engineer or planner, pursuant to a generally accepted methodology of planning or engineering; or

(3) If an applicant for a previously approved capital improvement impact project or new development, submitted a traffic impact study during a village approval process, which is substantially consistent with the criteria required by this section, and if that study is determined by the director to be current, the impact of that previously approved project shall be presumed for the proposed project to be as described in the prior study. In such circumstances, an alternative ~~impact~~ fee shall be established reflecting the capital improvement impacts or person travel demand impacts described in the prior study.

(f) If the director determines that the data, information and assumptions utilized by the applicant to calculate the alternative ~~impact~~ fee comply with the requirements of this section, the alternative ~~impact~~ fee shall be paid in lieu of the fee set forth in section 34-1505 or section 34-1509.

(g) If the director determines that the data, information and assumptions utilized by the applicant to calculate the alternative ~~impact~~ fee do not comply with the requirements of this section, then the village shall provide to the applicant by certified mail, return receipt requested, written notification of the rejection of the alternative village-wide ~~impact~~ fee, and the reason therefor.

(Ord. No. 2021-03 , § 1(34-1590), 6-10-2021)

Sec. 34-1511. Developer contribution credits.

(a) The village shall grant a credit against the ~~impact~~ fee imposed pursuant to this chapter for the donation of land or for the construction of offsite improvements, other than access improvements, to a category of the capital improvement system or mobility projects that the village requires or has required pursuant to a development order, including capital improvement or mobility project obligations made prior to or after the effective date of this article. Such prior obligations may include development agreements, administrative or discretionary approvals, or mitigation fees and contributions.

(b) All ~~impact~~ fee credits associated with projects subject to a development of regional impact development order shall be consistent with the provisions of F.S. § 380.06, 163.31801(5), 163.31 and other applicable laws.

(c) In order to receive a credit, the director must determine that:

(1) Previously obligated capital improvements or mobility projects either:

a. Are included in the village's five-year capital improvement plan or mobility projects were at the time the obligation arose; or

b. Are substantially similar in nature and extent to the same category of the capital improvement system or transportation system included on the village's five-year capital improvement plan; or

(2) Proposed capital improvements or mobility projects are an integral part of and a necessary accommodation of the contemplated offsite improvements to the category of capital improvement system or mobility projects included in the village's five-year capital improvement plan.

(d) Unless established otherwise by the director, based on prior documentation, the amount of credit resulting from a capital improvement or mobility projects obligated prior to the effective date of this article shall be the present value of the obligated improvements minus the maximum ~~impact~~ fee recommended in the impact fee study, mobility fee technical report, or as determined under section 34-1590.

(e) The amount of a developer contribution credit proposed after the effective date of this article shall be determined according to the following standards of valuation:

(1) The value of donated land shall be based upon a written appraisal of fair market value by an M.A.I. appraiser, selected and paid for by the applicant, based upon comparable sales of similar property between unrelated parties utilizing accepted land appraisal methodologies. If the appraisal does not conform to the requirements of this section, the appraisal shall be corrected and resubmitted. If the director disagrees with the appraised value, the village may engage another appraiser and the value of the land donation shall be an amount equal to the average of the two appraisals. If the village's appraisal varies by 25 percent or more from the applicant's, the village may assess the cost of the village's appraisal against the applicant as provided by law.

(2) The cost of anticipated construction of offsite improvements to a category of the capital improvement system or mobility project shall be based upon cost estimates certified by a registered professional engineer and approved by the village.

(3) The land and construction contributions shall receive credits under this section only for capacity adding capital improvements to the category of the capital improvements system, in order to accommodate capital improvement impact projects, consistent with the impact fee study and the village's five-year capital improvement plan.

(4) The land and construction contributions shall receive credits under this section only for mobility projects included in the mobility plan or capital improvements element, or the village council agrees to add a mobility project to the capital improvements program.

(f) Prior to issuance of a building permit, the applicant shall submit to the director a proposed plan of construction of offsite improvements for the applicable category of the capital improvements system or mobility projects. The proposed plan of construction shall, in accordance with the requirements of this section, include:

(1) A list of the contemplated offsite improvements;

(2) A legal description of any land proposed to be donated and a written appraisal prepared in conformity with subsection (f)(1) of this section;

(3) An estimate of proposed construction costs certified by a registered professional engineer;

(4) A proposed time schedule for completion of the proposed plan of construction;

(5) A proposed methodology for the valuation of the requested credits in the event of subsequent increases in ~~impact~~ fee rates.

(g) The director shall determine:

(1) If a proposed plan of construction is in conformity with contemplated offsite improvements to the applicable category of the capital improvements system or mobility projects;

(2) If the proposed donation and construction by the applicant is consistent with the public interest;

(3) If the proposed construction time schedule is consistent with the village capital improvements work schedule; and

(4) In the event of a future ~~impact~~ fee rate increase, how holders of credits approved since the original effective date of this article, will receive the full benefit of the intensity or density prepaid by the credit balance as of the date it was first established; and

(5) Upon receipt of a proposed plan of construction, the director shall determine the amount of construction credit based upon the standards of valuation set out in this section, and shall approve a timetable for completion of construction.

a. All construction cost estimates shall be based upon, and all construction plans and specifications shall be in conformity with, the construction standards of the village. All plans and specifications shall be approved by the director prior to commencement of construction.

b. Credits approved by the director under this section shall be subject to a credit agreement with the village council.

c. The credit agreement shall establish, among other things, the duration for which the credits remain eligible for redemption by the village, not to exceed 20 years, as well as the impact on the value of the credits of any subsequent increases in applicable village ~~impact~~ fees, as required by F.S. § 163.31801(5).

d. Any applicant shall have a right of review, pursuant to section 34-1516, of the determinations and certifications of a proposed plan of construction and the determination and valuation of the developer contribution credit by the director.

e. If the amount of developer contribution credit for a category of capital improvement system impact fees or new development mobility fee, as determined by the director, exceeds the total amount of impact fees or mobility fees due by the applicant, the village council may execute with the applicant an agreement for future reimbursement of the excess of such construction credit from future receipts by the village of impact fees from that category of the capital improvement system only or mobility fees. Such agreement for reimbursement shall not be for a period in excess of ten years from the date of completion of the approved plan of construction, and shall provide for a forfeiture of any remaining reimbursement balance at the end of such ten-year period.

f. A credit shall not be awarded for any contribution of land, money, or services not made directly by the applicant, including a contribution or grant made by another entity.

g. Nothing contained in this section shall be interpreted or construed to qualify any land required as right-of-way under the village's land development regulations, or required by the county or the state, as donated land under this section.

(Ord. No. 2021-03 , § 1(34-1600), 6-10-2021)

Sec. 34-1512. Use of funds; refunds.

(a) In order to ensure impact fee and mobility fee revenues are spent to the proportional benefit of new development, the village council has established and will maintain a separate accounting funds for each of the following categories of the capital improvement system and transportation system, by benefit district:

(1) Law enforcement facilities; ~~and~~

(2) Parks and recreation facilities; and~~.~~

(3) Mobility projects.

(b) The accounting funds shall be maintained separate and apart from each other and from all other accounts of the village. All impact fees and mobility fees shall be deposited into the corresponding fund immediately upon receipt.

(c) The monies deposited into an impact fee and mobility fee accounting fund shall be used solely for the purpose of funding capital improvement capacity and mobility projects within the village, including, but not limited to:

(1) Design and construction plan preparation;

(2) Building construction;

(3) Permitting;

(4) Right-of-way and land acquisition, including all costs of acquisition or condemnation;

(5) Construction management and inspection;

(6) Surveying and soils and material testing;

(7) Necessary capital equipment;

(8) Repayment of monies transferred or borrowed from any budgetary fund of the village which were used to fund a capital improvement or mobility project; ~~and~~

(9) Payment of principal and interest, necessary reserves and costs of issuance under any bonds or other indebtedness issued by the village to provide funds to construct or acquire capital improvements to the village's capital improvement system, in order to mitigate increased impacts generated by new residential and, as applicable, nonresidential construction; and

(10) Defined mobility fee project expenses.

(d) Funds on deposit in an impact fee or mobility fee fund shall not be used, in whole or in part, to pay existing debt or for previously approved capital facilities, unless such expenditures are reasonably connected to and have a rational nexus with increased impacts on such facilities by new development. ~~construction.~~

(e) Funds on deposit in an impact fee or mobility fee fund shall not be used for any expenditure that would be classified as a maintenance, operation, or repair expense or to cure an existing deficiency in the capital improvement system or transportation system.

(f) Funds on deposit in an impact fee or mobility fee fund shall not be used for any expenditure other than for the same category of capital improvement system fee or mobility fee for which the fee was collected, in accordance with the impact fee study or mobility fee technical report, and only within the same benefit district from which the fees were collected.

(g) The monies deposited into an impact fee fund shall be used solely to provide additional capital improvement capacity to the village's capital improvement system required to accommodate new capital improvement impact projects, as provided in the village's five-year capital improvement plan or by agreement with Palm Beach County or other partnering agency providing capital improvements in the village impact fee benefit district.

(h) The monies deposited into the mobility fee fund shall be used solely to provide mobility projects for the village's transportation system required to accommodate increased person travel demand from new development, as provided in the village's mobility plan, five-year capital improvement plan or by agreement with Palm Beach County or other partnering agency providing mobility projects in the village mobility fee benefit district.

(i ~~h~~) Any monies on deposit which are not immediately necessary for expenditure shall be invested in interest bearing accounts by the village. All interest income derived from such investments shall remain or be deposited in the impact fee or mobility fee accounting fund on which the interest income was earned.

(j ~~i~~) The impact fees and mobility fees collected pursuant to this article shall be returned to the applicant that paid them on the building permit if:

(1) A building permit issued for a capital improvement impact project or new development is revoked, expires, withdrawn, or is cancelled prior to completion of the developer's project; or

(2) Such fees have not been expended or encumbered prior to the end of the fiscal year immediately following the seventh anniversary of the date upon which such fees were paid.

(k ~~j~~) Refunds shall be made only in accordance with the following procedure:

(1) The applicant shall file a refund request with the director for a revoked, expired, withdrawn, or cancelled building permit within 180 days of such action or, where it is alleged that the village has not complied with subsection (i)(2) above, shall file a petition with the village council within one year following the end of the fiscal year in which occurs the date of the seventh anniversary of the payment of the impact fee by the original capital improvement impact project or mobility fee by the new development.

(2) The petition for refund shall be submitted to the director and shall contain:

a. A notarized sworn statement that the petitioner was the applicant and paid the impact fees or mobility fees for which a refund is sought; and

b. A copy of the dated receipt issued for payment of the fee, or such other record as would indicate payment of the fee.

(3) Within 90 days from the date of receipt of a complete refund request application, related to a revoked, withdrawn, cancelled, or expired building permit, or as otherwise provided by law, the director shall either approve or deny the request.

(4) Within 60 days from the date of receipt of a petition for refund under subsection (j)(2) above, or as otherwise provided by law, the director will advise the petitioner and the village council of the status of the impact fee or mobility fee refund request, and, whether the impact fee or mobility fee paid has not been spent or encumbered within the applicable time period. If it was not, within 90 days of the petition, or as otherwise provided by law, the village council shall authorize the fees to be returned to the petitioner with interest at the average net interest rate earned by the village in the applicable impact fee or mobility fee accounting fund during the time such impact fee or mobility fee was on deposit. For the purposes of this section, fees collected are deemed to be spent or encumbered on the following basis: The first fee in shall be the first fee out.

(Ord. No. 2021-03 , § 1(34-1610), 6-10-2021)

Sec. 34-1513. Updating, indexing, annual reporting, and audits.

(a) At least once every five years, the village shall update the impact fee study and mobility fee technical report that provides the basis for the impact fees and mobility fees imposed under this article.

(b) During years when no update occurs, as required above, and beginning in June 2022 the impact fee schedules set forth in section 34-1540 shall be adjusted annually to account for inflationary increases in the costs to the village of providing capital improvements to new development.

(c) During years when no update occurs, as required above, and beginning in June 2025 the mobility fee schedule set forth in section 34-1540 shall be adjusted annually to account for inflationary increases in the costs to the village of providing mobility projects to new development.

(d ~~c~~) These annual adjustments shall be consistent with the methodology set forth in the impact fee study and mobility fee technical report and shall be based on the Construction Cost Index calculated by the Engineering News-Record (ENR), the Palm Beach County Property Appraiser, the U.S. Department of Labor Consumer Price Index, the National Highway Construction Cost Index, and Florida Department of Transportation databases, as applicable and appropriate to a particular impact fee capital improvement system category and mobility fee mobility project.

(e ~~d~~) After consultation with the village attorney, the director shall confirm the reasonableness of the proposed index to the impact fee and mobility fee rates. Based on the reference data and methodology contained in this section, the director may submit a request for the proposed indexing of the impact fee and mobility fee rates as a separate item in the annual budget submittal to village council for the planning, zoning and building department. If village council approves the proposed indexing of the impact fee and mobility fee rates ~~rate~~ as a part of the department's budget submittal, the Director shall submit a resolution for village council approval, adopting the new impact fee and mobility fee rates, in ordinance with procedures required by law. If village council does not adopt the proposed indexing of impact fee or mobility fee rates, the impact fee rate or mobility fee rate for the previous year remains in effect.

(f ~~e~~) Increases in impact fee and mobility fee rates must comply with the developer credit provisions in section 34-1600 and must ensure the holders of any impact fee or mobility fee credits created under this article, but in existence before a fee increase, receive the full benefit of the intensity or density prepaid by the credit balance as of the date it was first established, including credits granted under F.S. § 163.3180 or § 380.06 after the original effective date of this article.

(g ~~f~~) On an annual basis, the director shall report to the village council as to the following:

(1) The amount of impact fee and mobility fee revenues currently on account for each category of the capital improvement system for which impact fees and mobility fees are collected;

(2) The amount and nature of any expenditure or encumbrance of impact fees and mobility fees since the prior annual report;

(3) The status of outstanding developer credits and credit balances; and

(4) The amount and nature of any planned expenditures or encumbrances of impact fees and mobility fees prior to the next annual report.

(h ~~g~~) Audits of the village's financial statements, which are performed by a certified public accountant pursuant to F.S. § 218.39, and submitted to the auditor general, must include an affidavit signed by the finance director, stating that the village has complied with the requirements of F.S. § 163.31801.

(i ~~h~~) In addition to the items that are reported in the annual financial reports under F.S. § 218.39 and subsection (g) above, the village will issue a report on impact fees and mobility fees that includes the following data:

(1) The specific purpose of the impact fee and mobility fee, including the specific infrastructure needs to be met, for each category of impact fee and mobility fee collected pursuant to this article.

(2) The impact fee and mobility fee schedule policy describing the method of calculating impact fees and mobility fees, such as flat fees, tiered scales based on number of bedrooms, or tiered scales based on square footage, as set out in the impact fee study and mobility fee technical report.

(3) The amount assessed for each purpose and for each type of dwelling.

(4) The total amount of impact fees charged by type of dwelling and total amount of residential mobility fees.

(5) Each exception and waiver provided for construction or development of housing that is affordable.

(Ord. No. 2021-03 , § 1(34-1620), 6-10-2021)

Sec. 34-1514. Vested rights.

Nothing in this article shall limit or modify the rights of any person to complete any development or new development for which a lawful building permit was issued prior to the effective date of this article and on which there has been a good faith reliance and a substantial change of position.

(Ord. No. 2021-03 , § 1(34-1630), 6-10-2021)

Sec. 34-1515. Penalty.

Violations of this article may be punished as provided in section 34-572 of the Village Code. Additionally, the county may obtain an injunction or other legal or equitable relief in the circuit court against any person violating this article.

(Ord. No. 2021-03 , § 1(34-1640), 6-10-2021)

Sec. 34-1516. Appeals.

(a) Final decisions of the director, or his or her designee, under this article are subject to appeal. An appeal must be filed with the village clerk within 30 days of the date of the final decision to be appealed. Any appeal not timely filed as set forth above shall be waived. The village council shall hear the appeal. The hearing shall occur within 30 days of the receipt of the appeal, unless waived by the appellant, and a written decision shall be rendered within 20 days of the hearing.

(b) Nothing in this section shall affect the remedies the village has available under applicable law.

(Ord. No. 2021-03 , § 1(34-1650), 6-10-2021)

Sec. 34-1517. Effective date.

The village will provide notice of not less than 90 days before the effective date of adoption of this division and any revisions or any resolution increasing impact fee or mobility fee rates or adopting new impact fee or mobility fee rates.

(Ord. No. 2021-03 , § 1(34-1660), 6-10-2021)

Secs. 34-1518—34-1599. Reserved.

VILLAGE OF PALM SPRINGS

MOBILITY FEE
TECHNICAL REPORT

JUNE 2025



MOBILITY COHORT

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THE REPUBLIC of DESIGN INC.

VILLAGE OF PALM SPRINGS
MOBILITY FEE
TECHNICAL REPORT

JULY 2025

Produced for: Village of Palm Springs

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NUE URBAN CONCEPTS
LAND USE • MOBILITY • PARKING • FEES

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July 7th, 2025

Kimberly Glas-Castro, AICP, FRA-RA, LEED AP
Assistant Village Manager
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

Re: Village of Palm Springs Mobility Fee Technical Report

Dear Kim:

Enclosed is the Village of Palm Springs Mobility Fee Technical Report dated July 2025. The Village Mobility Fees are based on mobility projects identified in the 2045 Village of Palm Springs Mobility Plan. The mobility projects included in the Mobility Plan are intended to meet future travel demand needs within the Village of Palm Springs. This Technical Report has been prepared for consideration by the Village Council as it reviews the implementing Mobility Fee Ordinance.

The development of a Village Mobility Fee is the first step in a multi-step process to replace transportation concurrency and road impact fees implemented by Palm Beach County with an alternative transportation system based on a mobility plan and mobility fee as provided for in Florida Statute Section 163.3180. The recently adopted House Bill 479 amendment to Florida Statute Section 163.3180 reinforced the ability of the Village, and municipalities throughout the State of Florida, to adopt an alternative transportation system to replace transportation concurrency and to adopt a mobility fee system as the only fee to mitigate transportation capacity impacts to be collected within the Village.

The Village has adopted the Comprehensive Plan Amendment transmitted to the State that ensures consistency with Florida Statutes and integrates the Mobility Plan and Mobility Fee into the Comprehensive Plan. Upon adoption of the Mobility Fee, the Village will also need to make best efforts to negotiate an interlocal agreement with Palm Beach County to address funding impacts on County Roads within the Village consistent with the guidance provided in House Bill 479 and the Village Mobility Plan.

The Village Mobility Fee, documented in the enclosed Technical Report, is consistent with legal and statutory requirements and meets the dual rational nexus test and the rough proportionality test, consistent with Florida Statute Sections 163.3164, 163.3180, 163.31801, and Florida Statute Chapter 380. The NUE Urban Concepts has finalized the Village's Mobility Plan and Mobility Fee, consistent with direction provided by the Village Council.

Sincerely,

Jonathan B. Paul

Jonathan B. Paul, AICP
Principal

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EXECUTIVE SUMMARY

In 1985, the Florida Legislature passed the Growth Management Act that required all local governments in Florida to adopt Comprehensive Plans to guide future development and mandated that adequate public facilities be provided "concurrent" with the impacts of new development. Transportation concurrency became the measure used by local governments to ensure that adequate public facilities, in the form of road capacity, was available to meet the transportation demands from new development.

By 1993, the Florida Legislature recognized that an unintended consequence of transportation concurrency is that it discouraged development in urban areas where road capacity was constrained and pushed development to suburban and rural areas where road capacity was either available or was cheaper to construct. In 2007, the Legislature introduced the concept of mobility plans and mobility fees as an alternative to transportation concurrency, proportionate share, and road impact fees. Mobility fees are a way for new development to mitigate its impact (i.e., traffic) through a streamlined and transparent one-time payment to local governments.

In 2011, the Legislature eliminated state mandated transportation concurrency and made it optional for any local government. In 2013, the Legislature encouraged local governments to adopt alternative mobility funding systems, such as a mobility fee, based on a plan of improvements. In 2019, the Legislature required mobility fees follow the same statutory process as impact fees. **In 2024, the Legislature, through HB 479, defined mobility fees and mobility plans and reaffirmed that any local government can adopt an alternative transportation system (fka alternative mobility funding systems), such as a mobility fee based on a mobility plan.**

The Palm Springs Mobility Fee has been developed to fund mobility projects identified in the Mobility Plan. The Mobility Fee will: (1) establish a new Mobility Fee collected by the Village; (2) replace the existing County Road Impact Fees assessed within the Village; and (3) be the only fee to mitigate transportation impacts collected within the Village.

The Mobility Fee system features a single Assessment Area where mobility fees are equally assessed on new development within the Village based on the type of land use. The Mobility Fee features a single Benefit District to ensure Mobility Fees paid to the Village are spent on mobility projects identified in the Mobility Plan that provide a mobility benefit to the new development that paid the Mobility Fee. **The Mobility Fee Technical Report, dated June 2025, documents the data and methodology used to develop a mobility fee, to mitigate the impact of new development based on the 2045 Mobility Plan, that meets legally established dual rational nexus and rough proportionality tests, and is consistent with the requirements of Florida Statute Sections 163.3180, 163.31801, and Florida Statute Chapter 380.**

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VILLAGE OF PALM SPRINGS MOBILITY FEE		
LAND USE CATEGORIES (DARK GREY), USE CLASSIFICATIONS, & REPRESENTATIVE USES (IN PARENTHESES)	UNIT OF MEASURE (UOM)	2025 MOBILITY FEE
Residential Uses		
Residential Dwelling (attached, detached, duplex, group, row, multiple-family, single-family)	per 1,000 Sq. Ft.	$3,659
Institutional Uses		
Community Serving (Center, Club, Clubhouse, Lodge, Museum, Performance Venues, Place of Assembly or Worship)	per 1,000 Sq. Ft.	$2,598
Long Term Care (Adult Day Care, Assisted Living, Continuum of Care Facility, Group Care, Nursing Home)	per Bed	$664
Private Education (Afterschool, Child Care or Day Care, K-12, Pre-K, Trade School, Tutor)	per Student	$753
Commercial Recreation Facility Uses		
Outdoor Recreation (Fields, Fitness, Multi-Purpose, Sports)	per Acre	$7,719
Outdoor Recreation (Pickleball, Racquetball, Tennis Courts)	per Court	$12,056
Outdoor Recreation (Golf Course)	per Hole	$12,621
Indoor Recreation (Fitness, Gym, Health, Indoor Amusement, Entertainment or Sports, Kids Activities or Fitness)	per 1,000 Sq. Ft.	$10,328
Industrial Uses		
Industrial (Heavy, Flex-Unit, Light, Micro-brewery, Self or Outdoor Storage, Utilities)	per 1,000 Sq. Ft.	$1,986
Office Uses		
Business (Business, Profession and Occupation, Business or Professional Service, Higher Education, Hospital)	per 1,000 Sq. Ft.	$4,362
Medical or Dental (Clinic, Dental, Health Service, Laboratory, Emergency Care, Rehab, Veterinary)	per 1,000 Sq. Ft.	$9,960
Retail Sales and Service Uses		
Multi-Tenant Retail (Goods, Merchandise, Personal Services, Restaurant, Retail, Street Level Mixed-Use)	per 1,000 Sq. Ft.	$4,050
Free-Standing Retail (Auto, Discount, Home Improvement, Superstore, Wholesale)	per 1,000 Sq. Ft.	$6,608
High Impact Retail (Drinking Establishment, Financial Service, Full Service Restaurant, Grocery, Package Liquor, Pharmacy)	per 1,000 Sq. Ft.	$10,933
Convenience Retail (Convenience Store, Gas or Service Station)	per 1,000 Sq. Ft.	$43,449
Quick Service Restaurant (Carry Out, Delivery Oriented, Drive-In, Fast Casual, Fast Food)	per 1,000 Sq. Ft.	$40,773
Non-Residential Additive Uses (All uses are additive except mobile residence and overnight lodging)		
Automotive Repair Establishment (Major or Minor Repair, Tires)	per Bay or Stall	$6,378
Commercial Use Drive-Thru (Convenience, Dry Cleaner, High Impact Retail, Retail)	per Lane	$16,099
Financial Service Drive-Thru Lane or Free-Standing ATM (Banks, Credit Unions, Other Financial)	per Lane / ATM	$19,658
Overnight Lodging (B&B, Hotel, Motel, Short Term Vacation Rental)	per Room	$3,040
Quick Service Restaurant Drive Thru	per Lane	$43,774
Mobile Residence (Mobile Home (MH), Recreational Vehicle (RV), Travel Trailer (TT), MH, RV, and / or TT Park)	per Space / Lot	$2,037
Vehicle Charging or Fueling (Commercial Facility which requires Membership or Payment)	per Charging or Fueling Position	$9,736
Vehicle Cleaning (Automated, Carwash, Detailing, Self-Service, Wash, Wax)	per Lane or Stall plus per five (5) Stations	$15,351
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VILLAGE OF PALM SPRINGS
MOBILITY FEE
TECHNICAL REPORT

JULY 2025

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INTRODUCTION

The Village of Palm Springs intends for the Mobility Fee to provide an alternative transportation system to replace transportation concurrency for all new development within the Village that has land uses entitlements consistent with the currently adopted Comprehensive Plan. The Village's Mobility Fee is based on a Mobility Plan that establishes **mobility projects "needed"** to meet growth in travel demand and enhance the Village's transportation system by providing residents, employees, businesses, students, and visitors with safe and convenient mobility options to travel within the Village and surrounding areas.

Mobility Projects consist of **improvements, programs, and services such as sidewalks, multi-use paths and trails, cycle tracks, traffic calming, pedestrian safety, intersection improvements, raised intersections, roundabouts, multimodal crossings, pedestrian bridges, wider roads, transit circulators, wayfinding, and Safe Routes to School.**

Mobility Fees are not: ***(1) a reoccurring tax; (2) assessed to existing residential or non-residential property; or (3) deposited into general revenue funds of the Village.***

Mobility Fees are: ***(1) a streamlined one-time assessment on new development within the Mobility Fee Assessment Area; (2) intended to offset the travel demand impact of new development; and (3) deposited into special revenue fund for mobility fees to be expended within the Mobility Fee Benefit District.***

New Development is defined as ***"new residential and non-residential construction, any new land development or site preparation activity, any new construction of buildings or structures, any modification, reconstruction, redevelopment, or upgrade of buildings or structures, any change of use of a building, land, or structure, and any special exception approval, variance, or special use permit that results in an increase in an impact to the transportation system."***

Impact is defined as ***"any new development that results in an increase in person travel demand above the demand generated by the existing use of property, including submerged lands."***

The Mobility Fee system features a single **Assessment Area** that includes all property located within the Village and any adjacent areas that are annexed into the Village **(Map A).** The assessment area defines where new development is assessed a mobility fee. The mobility fee system has been developed to assess a uniform mobility fee rate per land use established on the mobility fee schedule. Mobility fees are assessed at the time of development permit application and are paid at the time a development permit is issued by the Village.

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The Mobility Fee system features a single **Benefit District** that covers the entire Village, along with adjacent areas outside Village limits **(Map B).** The Benefit District extends beyond current Village limits as people walking, bicycling, riding transit, and driving vehicles do not stop at Village limits. There may be instances where it makes sense to extend a mobility project beyond Village limits or contribute to a mobility project outside Village limits to enhance access to the extent there is a mobility benefit provided to new development. The Benefit District also enables the Village to address extra jurisdictional impacts as required by Florida Statute.

When mobility fees are paid by new development, they are deposited into a special revenue fund established by the Village. Mobility fees are legally and statutorily required to be spent on mobility projects identified in the Mobility Plan to provide a mobility **"benefit"** to new development that paid the mobility fee. The Village Council determines how mobility fee revenues are allocated and expended on mobility projects through annual updates to the Capital Improvements Program (CIP).

Once adopted, the Mobility Fee will be the only transportation mitigation fee collected from new development in the Village consistent with Florida Statute. The Village is currently (2025) amending its Comprehensive Plan to integrate the Mobility Plan and Mobility Fee and ensure that the Comprehensive Plan is consistent with requirements of Florida Statute Sections 163.3164, 163.3177, 163.3180, and 163.31801. After adoption of the Mobility Fee, the Village will make best efforts to begin negotiating an interlocal agreement with Palm Beach County to address transportation mitigation consistent with H.B. 479. Those negotiations will be based on the adopted Village of Palm Springs 2045 Mobility Plan.

The Mobility Fee is based on mobility projects established in the **2045 Mobility Plan** that are **"needed"** over the next 20 years to meet projected growth in travel demand. The **Mobility Fee Technical Report** has been developed to document the data and methodology to develop an alternative transportation system to replace transportation concurrency, consistent with Florida Statute Section 163.3180. The Mobility Fee Technical Report has been developed consistent with the **"needs"** and **"benefits"** requirements of the **"dual rational nexus test"** and the calculated mobility fee is **"roughly proportionate"** to the impacts of new development as required by Florida Statute Section 163.3180 and 163.31801.

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LEGISLATIVE BACKGROUND

The State of Florida passed the Growth Management Act of 1985 that required all local governments in Florida adopt Comprehensive Plans to guide future development. The Act mandated that adequate public facilities must be provided "concurrent" with the impacts of new development. State mandated "concurrency" was adopted to ensure the health, safety, and general welfare of the public by ensuring that adequate public facilities would be in place to accommodate the demand for public facilities created by new development.

Transportation concurrency became the measure used by the Florida Department of Community Affairs (DCA), Florida Department of Transportation (FDOT), Regional Planning Councils (RPCs), and local governments to ensure that adequate public facilities, in the form of road capacity, was available to meet the transportation demands from new development. To meet the travel demand impacts of new development and be deemed "concurrent", transportation concurrency was primarily addressed by constructing new roads and widening existing roads.

Traditional transportation concurrency allowed governmental entities to deny development where road capacity was not available to meet the travel demands from new development. Transportation concurrency also allowed governmental entities to require that developments be timed or phased concurrent with the addition of new road capacity. In addition, transportation concurrency also allowed governmental entities to require new development to improve (widen) roads that were already overcapacity (aka "deficient" or "backlogged').

In urban areas throughout Florida, traditional transportation concurrency had the unintended consequence of limiting and stopping growth in urban areas. This occurred because roads were often over capacity based on traffic already on the roads or the combination of that traffic and trips from approved developments. Further, the ability to add road capacity in urban areas was more limited as right-of-way was often constrained by existing development and utilities, physical barriers, and environmental protections.

Stopping development in urban areas encouraged suburban sprawl by forcing new development to suburban and rural areas where road capacity was either readily available or cheaper to construct. In the late 90's, as the unintended impact of transportation concurrency became more apparent, the Legislature adopted Statutes to provide urban areas with alternatives to address the impact of new development through Transportation Concurrency Exception Areas (TCEA) and Transportation Concurrency Management Areas (TCMA).

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The intent of TCEAs and TCMAs was to allow local governments alternative solutions to provide mobility within urban areas by means other than providing road capacity and to allow infill and redevelopment in urban areas. In the mid 2000's, Florida experienced phenomenal growth that strained the ability of local governments to provide the necessary infrastructure to accommodate that growth. Many communities across the State started to deny new developments, substantially raise impact fees, and require significant transportation capacity improvements.

In 2005, the Legislature enacted several laws that weakened the ability of local governments to implement transportation concurrency by allowing new development to make proportionate share payments to mitigate its travel demand. The Legislature also introduced Multi-Modal Transportation Districts (MMTD) for areas that did qualify for TCEAs or TCMAs.

In 2007, the Florida Legislature introduced the concept of mobility plans and mobility fees to allow development to equitably mitigate its impact and placed additional restrictions on the ability of local governments to charge new development for over capacity roadways. The Legislature directed the Florida Department of Community Affairs (DCA) and the Florida Department of Transportation (FDOT) to evaluate mobility plans and fees and report the findings to the Legislature in 2009.

In 2009, the Legislature designated Dense Urban Land Areas (DULA), which are communities with a population greater than 1,000 persons per square mile, as TCEA's. The Legislature accepted the findings of the DCA and FDOT analysis for mobility plans and mobility fees but did not take any formal action as the State was in the great recession. The Legislature also placed further restrictions on local government's ability to implement transportation concurrency, by adding direction on how to calculate proportionate share and how overcapacity roads are addressed.

In 2011, the Florida Legislature through House Bill (HB) 7207 adopted the "Community Planning Act" which implemented the most substantial changes to Florida's growth management laws since the 1985 "Local Government Comprehensive Planning and Land Development Regulation Act," which had guided comprehensive planning in Florida for decades.

The 2011 legislative session eliminated State mandated concurrency, made concurrency optional for local governments, and eliminated the Florida Department of Community Affairs (DCA) and replaced it with the Florida Department of Economic Opportunity (DEO). The Act essentially removed the DEO, Florida Department of Transportation (FDOT), and Regional Planning Councils (RPC) from the transportation concurrency review process.

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Although local governments are still required to adopt and implement a comprehensive plan, the requirements changed significantly and shifted more discretion to local governments to plan for mobility within their community and enacted further restrictions on the implementation of transportation concurrency, proportionate share, and backlogged roads.

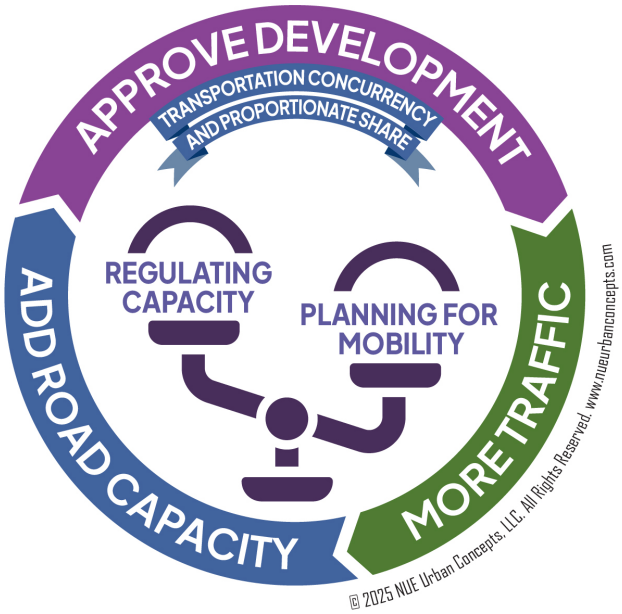
The Florida Legislature did not include any provisions in House Bill 7207 exempting local governments existing transportation concurrency system, when it elected to abolish statewide transportation concurrency, made transportation concurrency optional for local governments, and enacted further restrictions on the implementation of transportation concurrency.

House Bill 319, passed by the Florida Legislature in 2013, amended the Community Planning Act and brought about more changes in how local governments could implement transportation concurrency and further recognized the ability of local governments to adopt an alternative mobility funding system, such as mobility fees based on a plan of improvements, to allow development, consistent with an adopted Comprehensive Plan, to equitably mitigate its travel demand impact.

Prior to the passage of the Florida Community Planning Act by the Legislature on June 2, 2011, transportation concurrency was mandatory for local governments statewide, except those with approved TCEAs or MMTDs. After adoption of the Community Planning Act, transportation concurrency became optional for any local government. The Legislature encouraged local governments to adopt alternative mobility funding systems and specifically referenced mobility fees, based on a plan for mobility improvements.

The Community Planning Act enabled local governments to break the transportation concurrency cycle by transitioning away from regulating road capacity and toward planning for mobility **(**Figure 1**)**. Florida Commerce, which replaced the Department of Economic Opportunity (DEO), which replaced the Department of Community Affairs (DCA), provides direction to local governments related to elimination of transportation concurrency and adoption of a mobility fee-based plan, in accordance with Florida Statute 163.3180 **(**Appendix A**)**.

Figure 1: Concurrency Cycle



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In 2019, the Florida Legislature, through House Bill 7103, amended the Community Planning Act and required mobility fees to be governed by the same procedures as impact fees. This amendment further confirmed that mobility fees are an equivalent form of mitigation to impact fees that allow development activity to mitigate its impact to the transportation system consistent with the needs identified in the local governments adopted mobility plan per Florida Statute Section 163.3180(5)(i).

In 2024, the Florida Legislature, through House Bill 479, amended the Community Planning Act to reaffirm that any local government can repeal transportation concurrency. The legislature replaced the term **"alternative mobility funding systems"** with **"alternative transportation systems"** in recognition that there are local governments in Florida with alternative systems that where not explicitly required to follow the processes and procedures required under Florida Statute Section 163.31801. The following is the amended version of Florida Statute Section 163.3180(5)(i) related to an alternative transportation system **(Appendix B).**

"(i) ***If a local government elects to repeal transportation concurrency, the local government may adopt an alternative transportation system that is mobility-plan and fee-based*** *or an alternative transportation system that is not mobility-plan and fee-based. The local government may not use an alternative transportation system to deny, time, or phase an application for site plan approval, plat approval, final subdivision approval, building permits, or the functional equivalent of such approvals provided that the developer agrees to pay for the development's identified transportation impacts via the funding mechanism implemented by the local government.* ***The revenue from the funding mechanism used in the alternative transportation system must be used to implement the needs of the local government's plan which serves as the basis for the fee imposed.*** *An alternative transportation system must comply with s. 163.31801 governing impact fees. An alternative transportation system may not impose upon new development any responsibility for funding an existing transportation deficiency as defined in paragraph (h)."****(emphasis added)***

For the first time since the terms mobility fees and mobility plans were introduced in 2007, the Florida Legislature, through HB 479, defined both terms in the Community Planning Act. The following are the recently adopted definitions for a mobility fee and a mobility plan per Florida Statute Section 163.3164 **(Appendix B)**:

"(32) "Mobility fee" means a local government fee schedule established by ordinance and based on the projects included in the local government's adopted mobility plan.

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(33) "Mobility plan" means an alternative transportation system mobility study developed by using a plan-based methodology and adopted into a local government comprehensive plan that promotes a compact, mixed use, and interconnected development served by a multimodal transportation system in an area that is urban in character, or designated to be urban in character, as defined in s. 171.031."

One of the most significant amendments under HB 479 was the recognition that where a county and a municipality both charge a fee for transportation capacity impacts, that only one fee may be assessed to mitigate impacts of on new development. The amendment requires a county and a municipality to enter into an interlocal agreement to establish that only one fee is to be collected by the local government issuing building permits.

The interlocal agreement is also required to address negotiations between the county and municipality related to distribution of collected revenue from development activity to mitigate transportation impacts. The following are the recent additions to Florida Statute 163.3180(5)(j):

"1. If a county and municipality charge the developer of a new development or redevelopment a fee for transportation capacity impacts, the county and municipality must create and execute an interlocal agreement to coordinate the mitigation of their respective transportation capacity impacts.

2. The interlocal agreement must, at a minimum:

a. Ensure that any new development or redevelopment is not charged twice for the same transportation capacity impacts.

b. Establish a plan-based methodology for determining the legally permissible fee to be charged to a new development or redevelopment.

c. Require the county or municipality issuing the building permit to collect the fee, unless agreed to otherwise.

d. Provide a method for the proportionate distribution of the revenue collected by the county or municipality to address the transportation capacity impacts of a new development or redevelopment, or provide a method of assigning responsibility for the mitigation of the transportation capacity impacts belonging to the county and the municipality.

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3. By October 1, 2025, if an interlocal agreement is not executed pursuant to this paragraph:

a. The fee charged to a new development or redevelopment shall be based on the transportation capacity impacts apportioned to the county and municipality as identified in the developer's traffic impact study or the mobility plan adopted by the county or municipality.

b. The developer shall receive a 10 percent reduction in the total fee calculated pursuant to sub subparagraph a.

c. The county or municipality issuing the building permit must collect the fee charged pursuant to sub-subparagraphs a. and b. and distribute the proceeds of such fee to the county and municipality within 60 days after the developer's payment.

4. This paragraph does not apply to:

a. A county as defined in s. 125.011(1).

b. A county or municipality that has entered into, or otherwise updated, an existing interlocal agreement, as of October 1, 2024, to coordinate the mitigation of transportation impacts. However, if such existing interlocal agreement is terminated, the affected county and municipality that have entered into the agreement shall be subject to the requirements of this paragraph unless the county and municipality mutually agree to extend the existing interlocal agreement before the expiration of the agreement."

The requirement for an interlocal agreement and collection of a single fee applies to all local governments in Florida, except for Miami Dade County under Florida Statute Section 125.011(1). A county and a municipality with an interlocal agreement, where both collect a fee as of October 1st, 2024, are also exempt until the interlocal agreement expires or is terminated. No local government is prohibited from adopting an alternative transportation system, even municipalities within a Charter County that requires transportation concurrency. Further, a municipality within a County that is exempted under Florida Statute Section 125.011(1) does not preclude the municipality from negotiating an interlocal agreement with the exempted County to address mitigation or even a reduction in fees based on and adopted mobility plan and fee.

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Road Impact Fee & Mobility Fee Comparison

The Florida Constitution grants local governments broad home rule authority to establish special assessments, impact fees, mobility fees, franchise fees, user fees, and service charges as revenue sources to fund specific governmental functions and capital infrastructure. Payment of impact fees or mobility fees are one of the primary ways local governments can require new development, along with redevelopment or expansion of existing land uses that generate additional transportation demand, to mitigate its impact to a local governments transportation system. While road impact fees and mobility fees are both intended to be a means in which a development can mitigate its transportation impact, the following are the major differences between the two fees:

Road Impact Fees

- Partially or fully fund road capacity improvements, including new roads, the widening of existing roads, and the addition or extension of turn lanes at intersections to move people driving vehicles (i.e., cars, trucks, SUVs, motorcycles).
- Are based on increases in trip generation, vehicle trip length, and road capacity, along with the cost of road capacity improvements and the projected vehicle miles of travel from development.
- May be based on either an adopted LOS standard (aka standards or consumption-based fee) or on future road improvements (aka plan or improvements-based fee).

Mobility Fees

- Pay for the cost associated with adding new multimodal capacity to move people walking, bicycling, scooting, riding transit, driving vehicles, or using shared mobility technology.
- Partially or fully fund mobility projects, including sidewalks, paths, trails, bike lanes, streetscape and landscape, complete and low speed streets, micromobility (i.e., electric bikes, electric scooters) devices, programs, and services, microtransit (i.e., golf carts, neighborhood electric vehicles, autonomous transit shuttles, trolleys) circulators, services and vehicles, new roads, the widening of existing roads, and turn lanes, signals, and ADA upgrades at intersections.
- Are based on increases in person trips, person trip lengths, and person miles of capacity from mobility projects, along with projected person miles of travel from new development.
- Assessment areas may include all or portions of a municipality or county, and may vary based on geographic location (e.g., downtown) or type of development (e.g., mixed-use).
- Must be based on future mobility projects adopted as part of a mobility plan and incorporated or referenced in the local governments Comprehensive Plan.

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THE IMPACT FEE ACT & CASE LAW OVERVIEW

In the late 1970's and early 1980's local governments throughout Florida began adopting road impact fees as a means for new development to pay for its traffic impact and generate revenue to fund transportation infrastructure improvements. Counties, especially Charter Counties, began requiring that municipalities collect road impact fees on their behalf to fund improvements to the county road system. Throughout the 1980's, 1990's, and 2000's, municipalities throughout Florida challenged the ability of counties to compel them to collect road impact fees for new development. The opposition stemmed in part from an unintended consequence of transportation concurrency which was that it essentially stopped development in urban areas (aka "municipalities"). Both municipalities and development activity were constrained in their ability to add road capacity due to the cost of acquiring developed land and receiving opposition from existing residents concerned about increased traffic and the impact new road capacity would have on their neighborhoods.

The inability of development activity in urban areas to meet transportation concurrency resulted in development moving to suburban and rural areas (aka "urban sprawl") where fewer residents were likely to oppose new road capacity improvements and where road capacity was either available or cheaper to construct. Municipalities found themselves in the unenviable position of sending road impact fees to counties when development activity met concurrency requirements, only to watch road impact fees being spent on new road capacity projects outside of urban areas, which ultimately facilitated sprawl beyond municipal boundaries.

Furthermore, the courts often ruled in favor of counties, as municipalities that challenged being compelled to collect impact fees failed to present alternative solutions for addressing the traffic impacts of new development. These challenges all occurred prior to the Florida Legislature adopting the "Impact Fee Act" through Florida Statute 163.31801. Additionally, these challenges existed prior to the introduction of mobility plans and mobility fees and the adoption of the "Community Planning Act" through Florida Statute 163.3180.

Before the Florida "Impact Fee Act" was adopted, many local governments had already developed impact fees through their home rule powers. In 2006, the Legislature adopted the "Impact Fee Act" to provide process requirements for the adoption of impact fees and formally recognized the authority of local governments to adopt impact fees. Prior to 2006, the Florida Legislature, unlike many States throughout the U.S. that had already adopted enabling legislation, elected to defer to the significant case law that was developed in both Florida and throughout the U.S. to provide guidance to local governments to adopt impact fees.

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In 2009, the Legislature made several changes to the "Impact Fee Act", the most significant of which was placing the burden of proof on local governments, through a preponderance of the evidence, that the imposition of the fee meets legal precedent and the requirements of Florida Statute Section 163.31801. Prior to the 2009 amendment, Courts generally deferred to local governments as to the validity of an imposed impact fee and placed the burden of proof, that an imposed impact fee was invalid or unconstitutional on the plaintiff.

In 2019, the Legislature, through HB 207 and HB 7103, made several changes to the "Impact Fee Act", the most significant of which was the requirement that fees cannot be collected prior to building permit issuance. The changes also expanded on the requirements of the dual rational nexus test, the collection and expenditure of fees, credits, and administrative cost.

In 2020, the Legislature, through SB 1066, made several additional changes to the Impact Fee Act to clarify that new or updated impact fees cannot be assessed on a permit if the permit application was pending prior to the new or updated fee. The bill also made credits assignable and transferable to third parties.

In 2021, the Legislature, through HB 337 made significant amendments to the "Impact Fee Act", which the Governor subsequently approved. The amendments require that impact fees be based on planned improvements and that there is a clear nexus between the need for improvements and the impact from new development.

The amendments have a greater impact on increases to existing impact fees and have phasing requirements for increases to existing fees. There are provisions that allow a local government to fully implement updated fees based on a finding of extraordinary circumstances, holding public hearings, and requiring a super majority approval by elected officials.

In 2024, the Legislature, through HB 479 made amendments to the "Impact Fee Act" that requires fee studies be completed and adopted within 12 months from the date of initiation of the study. The amendment also stipulated that data used in fee studies should not be older than four years. The amendment also requires alternative transportation systems recognize transportation or road impact fee credits granted prior to adoption of the alternative transportation systems. The most recently enacted version of Florida Statute Section 163.31801 is provided in **Appendix C**.

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One of the purposes of this Technical Report, consistent with Florida Statute Section 163.31801(4)(f) and (g), is to demonstrate that the Village of Palm Springs' Mobility Fee is proportional and reasonably connected to, or has a rational nexus with, both the **"need"** for mobility projects and the mobility **"benefits"** provided to those who pay the fee, otherwise known as the "dual rational nexus test", herein further described as:

The "Need" for additional (new) capital facilities (mobility projects) to accommodate the increase in demand (impact) from growth (new development), and

The "Benefit" that the new growth (new development) receives from the payment and expenditure of fees to construct the new capital facilities (mobility projects).

In addition to the "dual rational nexus test", the U.S. Supreme Court in Dolan v. Tigard also established a "rough proportionality test" to address the relationship between the amount of a fee imposed on development activity and the impact of the development activity. The "rough proportionality test" requires that there be a reasonable relationship (proportional and reasonably connected) between the impact fee and the impact of development activity based upon the applicable unit of measure for residential and non-residential uses. The "rough proportionality test" further requires that the variables used to calculate a fee are reasonably assignable and attributable to the impact of development activity.

The Courts recognized the authority of a municipality to impose "impact fees" in Florida occurred in 1975 in the case of City of Dunedin v. Contractors and Builders Association of Pinellas County, 312 So.2d 763 (2d DCA. Fla., 1975), where the court held: "that the so-called impact fee did not constitute taxes but was a charge using the utility services under Ch. 180, F. S." The Court set forth the following criteria to validate the establishment of an impact fee:

"…where the growth patterns are such that an existing water or sewer system will have to be expanded in the near future, a municipality may properly charge for the privilege of connecting to the system a fee which is in excess of the physical cost of connection, if this fee does not exceed a proportionate part of the amount reasonably necessary to finance the expansion and is earmarked for that purpose." 312 So.2d 763, 766, (1975).

The case was appealed to the Florida Supreme Court and a decision rendered in the case of Contractors and Builders Association of Pinellas County v. City of Dunedin 329 So.2d 314 (Fla. 1976), in which the Second District Court's decision was reversed. The Court held that "impact fees" did not constitute a tax; that they were user charges analogous to fees collected by privately owned utilities for services rendered.

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However, the Court reversed the decision, based on the finding that the City did not create a separate fund where impact fees collected would be deposited and earmarked for the specific purpose for which they were collected, finding:

"The failure to include necessary restrictions on the use of the fund is bound to result in confusion, at best. City personnel may come and go before the fund is exhausted, yet there is nothing in writing to guide their use of these moneys, although certain uses, even within the water and sewer systems, would undercut the legal basis for the fund's existence. There is no justification for such casual handling of public moneys, and we therefore hold that the ordinance is defective for failure to spell out necessary restrictions on the use of fees it authorizes to be collected. Nothing we decide, however prevents Dunedin from adopting another sewer connection charge ordinance, incorporating appropriate restrictions on use of the revenues it produces. Dunedin is at liberty, moreover, to adopt an ordinance restricting the use of moneys already collected. We pretermit any discussion of refunds for that reason." 329 So.2d 314 321, 322 (Fla. 1976)

The case tied impact fees directly to growth and recognized the authority of a local government to impose fees to provide capacity to accommodate new growth and basing the fee on a proportionate share of the cost of the needed capacity. The ruling also established the need for local government to create a separate account to deposit impact fee collections to help ensure those funds are expended on infrastructure capacity.

The Utah Supreme Court had ruled on several cases related to the imposition of impact fees by local governments before hearing Banberry v. South Jordan. In the case, the Court held that: "the fair contribution of the fee-paying party should not exceed the expense thereof met by others. To comply with this standard a municipal fee related to service like water and sewer must not require newly developed properties to bear more than their equitable share of the capital costs in relation to the benefits conferred" (Banberry Development Corporation v. South Jordan City, 631 P. 2d 899 (Utah 1981). To provide further guidance for the imposition of impact fees, the court articulated seven factors which must be considered (Banberry Development Corporation v. South Jordan City, 631 P. 2d 904 (Utah 1981):

"(1) the cost of existing capital facilities;

(2) the manner of financing existing capital facilities (such as user charges, special assessments, bonded indebtedness, general taxes or federal grants);

(3) the relative extent to which the newly developed properties and the other properties in the municipality have already contributed to the cost of existing capital facilities (by such means as user charges, special assessments, or payment from the proceeds of general taxes);

(4) the relative extent to which the newly developed properties in the municipality will contribute to the cost of existing capital facilities in the future;

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(5) the extent to which the newly developed properties are entitled to a credit because the municipality is requiring their developers or owners (by contractual arrangement or otherwise) to provide common facilities (inside or outside the proposed development) that have been provided by the municipality and financed through general taxation or other means (apart from user fees) in other parts of the municipality;

(6) extraordinary costs, if any, in servicing the newly developed properties; and

(7) the time-price differential inherent in fair comparisons of amounts paid at different times."

The Court rulings in Florida, Utah and elsewhere in the U.S. during the 1970's and early 1980's led to the first use of what ultimately became known as the "dual rational nexus test" in Hollywood, Inc. v. Broward County; which involved a Broward County ordinance that required a developer to dedicated land or pay a fee for the County park system. The Florida Fourth District Court of Appeal found to establish a reasonable requirement for dedication of land or payment of an impact fee that:

"… the local government must demonstrate a reasonable connection, or rational nexus between the need for additional capital facilities and the growth of the population generated by the subdivision. In addition, the government must show a reasonable connection, or rational nexus, between the expenditures of the funds collected and the benefits accruing to the subdivision. In order to satisfy this latter requirement, the ordinance must specifically earmark the funds collected for the use in acquiring capital facilities to benefit new residents." (Hollywood, Inc. v. Broward County, 431 So. 2d 606 (Fla. 4th DCA), rev. denied, 440 So. 2d 352 (Fla. 1983).

In 1987, the first of two major cases were heard before the U.S. Supreme Court that have come to define what is now commonly referred to as the "dual rational nexus test". The first case was Nollan v. California Coastal Commission which involved the Commission requiring the Nollan family to dedicate a public access easement to the beach in exchange for permitting the replacement of a bungalow with a larger home which the Commission held would block the public's view of the beach.

Justice Scalia delivered the decision of the Court: "The lack of nexus between the condition and the original purpose of the building restriction converts that purpose to something other than what it was...Unless the permit condition serves the same governmental purpose as the development ban, the building restriction is not a valid regulation of land use but an out-and-out plan of extortion (Nollan v. California Coastal Commission, 483 U. S. 825 (1987)". The Court found that there must be an essential nexus between an exaction and the government's legitimate interest being advanced by that exaction (Nollan v. California Coastal Commission, 483 U. S. 836, 837 (1987).

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The second case, Dolan v. Tigard, heard by the U.S. Supreme Court in 1994 solidified the elements of the "dual rational nexus test". The Petitioner Dolan, owner, and operator of a Plumbing & Electrical Supply store in the City of Tigard, Oregon, applied for a permit to expand the store and pave the parking lot of her store. The City Planning Commission granted conditional approval, dependent on the property owner dedicating land to a public greenway along an adjacent creek and developing a pedestrian and bicycle pathway to relieve traffic congestion. The decision was affirmed by the Oregon State Land Use Board of Appeal and the Oregon Supreme Court. The U.S. Supreme Court overturned the ruling of the Oregon Supreme Court and held:

"Under the well-settled doctrine of "unconstitutional conditions," the government may not require a person to give up a constitutional right in exchange for a discretionary benefit conferred by the government where the property sought has little or no relationship to the benefit. In evaluating Dolan's claim, it must be determined whether an "essential nexus" exists between a legitimate state interest and the permit condition. Nollan v. California Coastal Commission, 483 U. S. 825, 837. If one does, then it must be decided whether the degree of the exactions demanded by the permit conditions bears the required relationship to the projected impact of the proposed development." Dolan v. City of Tigard, 512 U.S. 383, 386 (1994)

The U.S. Supreme Court in addition to upholding the "essential nexus" requirement from Nollan also introduced the "rough proportionality" test and held that:

"In deciding the second question-whether the city's findings are constitutionally sufficient to justify the conditions imposed on Dolan's permit-the necessary connection required by the Fifth Amendment is "rough proportionality." No precise mathematical calculation is required, but the city must make some sort of individualized determination that the required dedication is related both in nature and extent to the proposed development's impact. This is essentially the "reasonable relationship" test adopted by the majority of the state courts. Dolan v. City of Tigard, 512 U.S. 388, 391 (1994)"

An often-overlooked component of Dolan v. City of Tigard is the recognition that while multimodal facilities may off-set traffic congestion there is a need to demonstrate or quantify how the dedication of a pedestrian / bicycle pathway would offset the traffic demand generated. per the following excerpt from the opinion of the Court delivered by Chief Justice Rehnquist:

"The city made the following specific findings relevant to the pedestrian/bicycle pathway: "In addition, the proposed expanded use of this site is anticipated to generate additional vehicular traffic thereby increasing congestion on nearby collector and arterial streets. Creation of a convenient, safe pedestrian/bicycle pathway system as an alternative means of transportation could offset some of the traffic demand on these nearby streets and lessen the increase in traffic congestion." We think a term such as "rough proportionality" best encapsulates what we hold to be the requirement of the Fifth Amendment. No precise mathematical calculation is required, but the city must make some sort of individualized determination that the required dedication is related both in nature and extent to the impact of the proposed development.

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With respect to the pedestrian/bicycle pathway, we have no doubt that the city was correct in finding that the larger retail sales facility proposed by petitioner will increase traffic on the streets of the Central Business District. The city estimates that the proposed development would generate roughly 435 additional trips per day. Dedications for streets, sidewalks, and other public ways are generally reasonable exactions to avoid excessive congestion from a proposed property use. But on the record before us, the city has not met its burden of demonstrating that the additional number of vehicle and bicycle trips generated by the petitioner's development reasonably relate to the city's requirement for a dedication of the pedestrian/bicycle pathway easement. The city simply found that the creation of the pathway "could offset some of the traffic demand . . . and lessen the increase in traffic congestion."

"As Justice Peterson of the Supreme Court of Oregon explained in his dissenting opinion, however, "[t]he findings of fact that the bicycle pathway system could offset some of the traffic demand' is a far cry from a finding that the bicycle pathway system will, or is likely to, offset some of the traffic demand." 317 Ore., at 127, 854 P. 2d, at 447 (emphasis in original). No precise mathematical calculation is required, but the city must make some effort to quantify its findings in support of the dedication for the pedestrian/bicycle pathway beyond the conclusory statement that it could offset some of the traffic demand generated." Dolan v. City of Tigard, 512 U.S. 687 (1994).

The U.S. Supreme Court recently affirmed, through Koontz vs. St. Johns River Water Management District, that the "dual rational nexus" test equally applies to monetary exactions in the same manner as a governmental regulation requiring the dedication of land. Justice Alito described:

"Our decisions in Nollan v. California Coastal Commission, 483 U. S. 825 (1987), and Dolan v. City of Tigard, 512 U. S. 374 (1994), provide important protection against the misuse of the power of land-use regulation. In those cases, we held that a unit of government may not condition the approval of a land-use permit on the owner's relinquishment of a portion of his property unless there is a "nexus" and "rough proportionality" between the government's demand and the effects of the proposed land use. In this case, the St. Johns River Water Management District (District) believes that it circumvented Nollan and Dolan because of the way in which it structured its handling of a permit application submitted by Coy Koontz, Sr., whose estate is represented in this Court by Coy Koontz, Jr. The District did not approve his application on the condition that he surrender an interest in his land. Instead, the District, after suggesting that he could obtain approval by signing over such an interest, denied his application because he refused to yield." Koontz v. St. Johns River Water Management District 1333 S. Ct. 2586 (2013).

"That carving out a different rule for monetary exactions would make no sense. Monetary exactions—particularly, fees imposed "in lieu" of real property dedications—are "commonplace" and are "functionally equivalent to other types of land use exactions." To subject monetary exactions to lesser, or no, protection would make it "very easy for land-use permitting officials to evade the limitations of Nollan and Dolan." Furthermore, such a rule would effectively render Nollan and Dolan dead letters "because the government need only provide a permit applicant with one alternative that satisfies the nexus and rough proportionality standard, a permitting authority wishing to exact an easement could simply give the owner a choice of either surrendering an easement or making a payment equal to the easement's value." Koontz v. St. Johns River Water Management District 1333 S. Ct. 2599 (2013).

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The Florida First District Court of Appeals recently affirmed, through The BoCC of Santa Rosa County vs. the Builders Association of West Florida, that impact fees are required to meet the "dual rational nexus" test to avoid being found to be an unconstitutional tax. The Court cited the following sections of Florida Statute:

"Second, the Florida Impact Fee Act sets forth the minimum statutory requirements for a valid impact fee. § 163.31801(3), Fla. Stat. (2019). The Act requires impact fees to be based on the "most recent and localized data." § 163.31801(3)(a), Fla. Stat." The Board of County Commissioners v. Home Builders Assoc. of West Florida, Inc., 325 So. 3d 981, 985 (Fla. Dist. Ct. App. 2021).

The Court cited expert testimony that the County's school impact fee did not recognize differences in growth or needs that would be the basis for different fees based on geographic location and needs due to new growth:

"the impact fees failed the dual rational nexus test because they did not account for the differences between the northern and southern parts of the county. This resulted in impact fees that were disproportionate to the growth in these geographical regions." The Board of County Commissioners v. Home Builders Assoc. of West Florida, Inc., 325 So. 3d 981, 985 (Fla. Dist. Ct. App. 2021).

The U.S. Supreme Court in April 2024 issued a unanimous decision in Sheetz v. County of El Dorado, California (144 S.Ct. 893) where the Court narrowly determined that legislatively enacted impact fees are not exempt from the requirements set forth in two previous property rights cases (Nollan v. California Coastal Commission and Dolan v. City of Tigard, Oregon). Thus, local governments that impose impact fees will now be subjected to a standard requiring them to demonstrate the relationship and relative impact of the development on the community. Specifically, local governments will have to show that conditions (impact fees) to obtain a land-use permit have an "essential nexus" (relationship) to the government's land-use interest and a "rough proportionality" between the weight on the property owner and the development's effects of the proposed land use.

The Impact Fee Act already requires imposed impact fees and mobility fees demonstrate an "essential nexus" between the fee and the impact from development activity. The Supreme Court ruling reinforces prior impact fee case law that the amount of impact fees or mobility fees imposed must be "rough proportionality" to the impact from development activity. The ruling also stipulated that required monetary payments in the form of impact fees are an exaction just like requiring development activity to dedicate land for a governmental purpose and could be subject to a takings claim if the impact fees imposed do not demonstrate an "essential nexus" between the amount and imposition and the impact from new development.

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Development of a Mobility Plan & Mobility Fee

The development of a Mobility Plan and Mobility Fee for the Village of Palm Springs involved several steps. The following is an overview of the process used to develop a Mobility Plan and Mobility Fee consistent with statutory requirements **(Figure 2).**

Figure 2: Development of a Mobility Plan & Mobility Fee



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COMPREHENSIVE PLAN

The Village of Palm Springs' Comprehensive Plan was first adopted in 2009. In 2024, the Village, as part of the Evaluation and Appraisal Report process (EAR), amended its Comprehensive Plan for consistency with the Transportation/Mobility Master Plan 2021, the Village's 2021 commitment to Vision Zero (Resolution 2021-36), and the Vision Plan 2023 **(Figure 3)**.

Figure 3: Integrating Land Use, Transportation, Parking & Funding



Upon adoption of a Mobility Plan and Mobility Fee, local governments must amend their Comprehensive Plan to ensure consistency with Florida Statute. In 2025, the Village amended the Transportation and Mobility Element of its Comprehensive Plan to integrate the Mobility Plan and Mobility Fee and ensure that the Comprehensive Plan is consistent with requirements of Florida Statute Sections 163.3164, 163.3177, 163.3180, and 163.31801. The following are several goals, objectives, and policies from the amended (2025) Transportation and Mobility Element:

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TRANSPORTATION AND MOBILITY ELEMENT

GOAL TM 3: "THE VILLAGE OF PALM SPRINGS SEEKS TO ENSURE THE EFFICIENT AND SMOOTH MOVEMENT OF MOTORIZED VEHICLES, PEDESTRIANS, AND CYCLISTS THROUGHOUT THE TRANSPORTATION SYSTEM."

POLICY TM 3.1.4: "Applicants for new development shall mitigate off-site traffic impacts to the transportation system through payment of a mobility fee to the Village at the time a Development Permit is issued."

GOAL TM 4: "THE VILLAGE OF PALM SPRINGS SHALL COORDINATE WITH PALM BEACH COUNTY, SURROUNDING MUNICIPALITIES, AND THE PALM BEACH TPA TO ACHIEVE AN EFFICIENT REGIONAL TRANSPORTATION SYSTEM."

OBJECTIVE TM 4.2: "The Village of Palm Springs shall establish an alternative transportation system to replace transportation concurrency, transportation concurrency exception areas, and traffic mitigation payments and fees for development consistent with the Comprehensive Plan through adoption of a mobility fee based on the Village's Mobility Plan."

Policy TM 4.2.1: "The Village of Palm Springs Mobility Plan shall identify the mobility projects needed to accommodate travel demand from development, mitigate impacts to the transportation system from that development, and enhance mobility for the Village's residents, businesses, employees, students, patrons, and visitors."

Policy TM 4.2.3: "The Village of Palm Springs shall administer, implement, maintain, and periodically update its Mobility Plan and Mobility Fee to plan, design, fund, and construct mobility projects to enhance the transportation system."

Policy TM 4.2.5: "The mobility projects established in the Mobility Plan shall serve as the basis for calculation of the Village's mobility fee. The mobility fee shall be a one-time assessment to mitigate the impact of development on the transportation system. The mobility fee shall meet the dual rational nexus test and shall be roughly proportional to the person travel demand generated by development."

Policy TM 4.2.6: "The mobility fee shall be the only transportation mitigation fee assessed on development within the Village to ensure that new development is not held to a higher standard than existing development, is not assessed for systemwide deficiencies, is not paying twice for the same impacts, and is not paying more than the cost of mobility projects reasonably attributable to the travel demand impact of new development."

Policy TM 4.2.7: "The Village of Palm Springs will make its best efforts to negotiate an interlocal agreement with the County to allocate a share of the mobility fees collected within the Village to fund mobility projects on County Roads identified in the Village's Mobility Plan.

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GROWTH

The first requirement of the **"dual rational nexus"** for the Village's Mobility Fee is to demonstrate that there is a need for Mobility Projects to accommodate projected growth in population, employment, vehicle miles of travel (VMT), and person miles of travel (PMT). An evaluation of the existing and projected population and employment was conducted for the Village of Palm Springs Mobility Study Area **(Map C).** The Mobility Study Area includes all areas of the Village, enclaves, portions of unincorporated County and municipalities adjacent to the Village to ensure roadways are evaluated to logical endpoints.

The population and employment data were obtained from the Traffic Analysis Zones (TAZs) used in the 2050 Palm Beach Long Range Transportation Plan (LRTP). The population and employment analysis demonstrates that there is projected to be an increase in population and employment for the Mobility Study Area **(Table 1)**.

The Village is projected to add roughly 15,000 residents and 2,400 employees by 2045 **(Table 1)**. The projected increase in population and employment will generate growth in vehicle miles of travel (VMT), person miles of travel (PMT), and additional person travel demand (PTD) from new development that will create a need for mobility projects within the Mobility Study Area.

Table 1: Projected Growth

Year	Population	Employees
2020 (Model Base Year)	67,454	56,884
2045 (Mobility Plan future year)	82,248	59,737
Increase	14,794	2,368

Source: *2020 and 2045 Population and Employment based on the 2020/2050 Southeast Regional Planning Model 8.543 (SERMP 8.543) Traffic Analysis Zone (TAZ) Data. Population and Employment projections for 2045 (mobility plan future year) were obtained by applying the average annual growth rate between 2020 and 2050 and interpolating from the 2020 base year.*

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VEHICLE MILES OF TRAVEL (VMT)

The growth in vehicle miles of travel (VMT) is one of the factors evaluated to determine the need for future mobility projects within the Mobility Study Area. The evaluation of future vehicle miles of travel (VMT) includes minor and major collectors as well as arterials.

The VMT analyses includes Village, County, and State Roads within the Mobility Study Area **(Map C)**. The growth rate from the Southeast Regional Planning Model was used to determine the VMT growth of **270,510** within the Mobility Study Area between 2025 and 2045 **(Table 2)**.

Table 2: Growth in Vehicle Miles of Travel (VMT)

Year	VMT Arterials & Collectors	VMT Limited Access (I-95)	VMT All
2025 (Mobility Plan base year)	1,241,730	810,730	2,052,460
2045 (Model & Plan future year)	1,512,240	987,380	2,499,620
VMT increase (2025 to 2045)	270,510	176,650	447,160

Source: *Palm Springs Traffic Characteristics Data* ***(Appendix D)****. The Vehicle Miles of Travel (VMT) for Interstate 95 is taken from the portions of I-95 between 6 Avenue South and SR 882 (Forest Hill Boulevard).*

The VMT data for limited access facilities (i.e., Interstate 95) will be used to adjust the travel demand for land uses established in the mobility fee schedule. Travel on limited access facilities is excluded from both road impact fee and mobility fee studies as the limited access facilities serve intercity and regional travel. Further, improvements to Interstate 95 would be funded through federal and state gas tax revenues.

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PERSON MILES OF TRAVEL (PMT)

The growth in vehicle miles of travel (VMT) is often used in road impact fees to evaluate the need for road capacity improvements to move vehicles. Mobility Fees utilize person miles of travel (PMT) to evaluate the need for mobility projects to move people. To account for trips made by people walking, biking, riding transit, and the number of people per vehicle (aka vehicle occupancy), the projected increase in vehicle miles of travel (VMT) demand is converted into person miles of travel (PMT) demand for arterial and collector roads.

The conversion is based on person trips, vehicle trips, person trip length and vehicle trip length data obtained from the 2022 National Household Travel Survey (NHTS). The NHTS data is used to calculate a person miles of travel factor (PMTf) based on vehicle miles of travel (VMT) and person miles of travel (PMT) per trip purpose. The evaluation of the vehicle and person travel data from the 2022 NHTS resulted in a person miles of travel factor (PMTf) of 1.54 **(**Appendix E**)**. The increase in PMT is based on the projected increase in VMT multiplied by the applicable person miles of travel factor (PMTf) illustrated in further detail on Figure 4.

Figure 4: Person Miles of Travel Increase (PMTi)

Person Miles of Travel increase (PMTi)

∑ VMTtp = (∑ VTtp x VTLtp)
∑ PMTtp = (∑ PTtp x PTLtp)
PMTf = (∑ of PMTtp / ∑ of VMTtp)
VMTi = (2045 VMT - 2025 VMT)
PMTi = (VMTi x PMTf)

Where:

∑ VTtp	=	Sum of Vehicle Trips by trip purpose (Appendix E)
∑ PTtp	=	Sum of Person Trips by trip purpose (Appendix E)
VTLtp	=	Average Vehicle Trip Length by trip purpose (Appendix E)
PTLtp	=	Average Person Trip Length by trip purpose (Appendix E)
VMT	=	Vehicle Miles of Travel
PMT	=	Person Miles of Travel
∑ VMTtp	=	Sum of Vehicle Miles of Travel by trip purpose (Appendix E)
∑ PMTtp	=	Sum of Person Miles of Travel by trip purpose (Appendix E)
PMTf	=	Person Miles of Travel factor of 1.54 (Appendix E)
VMTi	=	Vehicle Miles of Travel Increase (Table 2)
PMTi	=	Person Miles of Travel increase (Table 3)

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The projected increase in PMT within the Mobility Fee Study Area, excluding limited access facilities, between the Mobility Plan base year of 2025 and the future year of 2045 is **416,585 (Table 3)**. The increase was calculated as follows per the formula illustrated in **Figure 4**:

(2045 VMT) 1,512,240 - (2025 VMT) 1,241,730 = (VMTi) 270,510

(VMTi) 270,510 x (PMTf) 1.54 = 416,585

The projected person miles of travel (PMT) increase of **416,585** demonstrates that there are future person miles of travel demand projected by 2045 that will result in the **"need"** for mobility projects to accommodate the increase in person travel demand **(Table 3)**. The documented increase in PMT and the identification of needed mobility projects, via the Mobility Plan, is consistent with the **"needs"** test of the dual rational nexus test.

Table 3: Increase in Person Miles of Travel (PMT)

Vehicle & Person Miles of Travel	(VMT & PMT)
2025 Mobility Plan Base Year	
Vehicle Miles of Travel (VMT)	1,241,730
Person Miles of Travel factor (PMTf)	1.54
Person Miles of Travel (PMT)	1,912,264
2045 Mobility Plan Future Year	
Vehicle Miles of Travel (VMT)	1,512,240
Person Miles of Travel factor (PMTf)	1.54
Person Miles of Travel (PMT)	2,328,850
Increase in VMT & PMT	
Vehicle Miles of Travel increase (VMTi)	270,510
Total Increase in Person Miles of Travel (PMTi)	416,585

Source: *The 2045 VMT increase was obtained from **Table 2**. PMTi obtained by multiplying VMTi by 1.54 (**Figure 4**).*

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PALM SPRINGS MOBILITY FEE

The basis for the Village of Palm Springs Mobility Fee are the mobility projects identified in the Mobility Plan needed to meet future travel demand from new development, consistent with Florida Statutes 163.3180 and 163.31801. **Mobility Projects consist of improvements, programs, and services such as sidewalks, multi-use paths and trails, cycle tracks, traffic calming, pedestrian safety, intersection improvements, raised intersections, roundabouts, multimodal crossings, pedestrian bridges, wider roads, transit circulators, wayfinding, and Safe Routes to School.**

The mobility projects identified in the Mobility Plan are intended to provide the person miles of capacity needed to meet future person miles of travel demand, consistent with the **"needs"** requirement of the dual rational nexus test. The mobility fees collected from new development are to be used to fund mobility projects that provide a mobility benefit to new development and accommodate the increase in person travel demand from that new development, consistent with the **"benefits"** requirement of the dual rational nexus test. The mobility fee collected from new development will be used to fund the mobility projects identified in the Mobility Plan **(Figure 5)**.

Figure 5: Mobility Plan and Mobility Fee



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EXISTING CONDITIONS EVALUATION (ECE)

Florida Statute prohibits local governments from charging new development for an existing transportation deficiency (aka over capacity or backlogged roads). An existing conditions evaluation has been conducted to ensure that new development is not being charged for existing transportation deficiencies. The evaluation includes a system-wide analysis of all arterials and collectors within the Mobility Study Area **(Map C)**.

The existing conditions evaluation (ECE) is achieved by dividing the vehicle miles of travel (VMT) by the vehicle miles of capacity (VMC). The arterials and collectors within the Mobility Study Area include Village, County, and State roads **(Appendix D)**. A VMT/VMC ratio greater than **1.00** indicates that there are system-wide deficiencies. The VMT/VMC ratio in 2025 is **0.89** based on the existing conditions evaluation **(Table 4)**.

Table 4: 2025 Existing Conditions Evaluation (ECE)

Functional Classification	Length (miles)	2025 VMT	2025 VMC	VMT to VMC Ratio
Minor Collector	7.80	42,610	181,000	0.24
Major Collector	15.19	170,920	330,850	0.52
Minor Arterial	6.92	214,370	249,740	0.86
Principal Arterial	17.05	813,830	878,410	0.93
Limited Access	3.23	810,730	653,750	1.24
Total	50.19	2,052,460	2,293,750	0.89

Source: *Palm Springs Traffic Characteristics Data **(Appendix D)**. The Vehicle Miles of Travel (VMT) for Interstate 95 is taken from the portions of I-95 between 6 Avenue South and SR 882 (Forest Hill Boulevard).*

The mobility fee calculation includes an existing conditions evaluation factor (ECEf) to adjust mobility fee cost for system-wide deficiencies for arterials and collectors within the Mobility Study Area. The existing conditions evaluation factor (ECEf) is determined by dividing the vehicle miles of capacity (VMC) by the vehicle miles of travel (VMT) as illustrated in **Figure 6**.

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Figure 6: Existing Conditions Evaluation Factor (ECEf)

Existing Conditions Evaluation factor (ECEf)

$\sum VMC = (\sum VMCmic + \sum VMCmac + \sum VMCmia + \sum VMCpa)$

$\sum VMT = (\sum VMTmic + \sum VMTmac + \sum VMTmia + \sum VMTpa)$

$ECEf = (\sum VMC / \sum VMT)$

If ECEf > 1.00, then the ECEf is set at 1.00

Where:

$\sum VMC$	=	Sum of Vehicle Miles of Capacity (Appendix D)
$\sum VMT$	=	Sum of Vehicle Miles of Travel (Appendix D)
mic	=	Minor Collector
mac	=	Major Collector
mia	=	Minor Arterial
pa	=	Principal Arterial
ECEf	=	Existing Conditions Evaluation factor (Table 5)

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VMC / VMT ratio greater than **1.00** indicates that the current system has adequate capacity to accommodate existing traffic. The VMC / VMT ratio is **1.32** based on the existing conditions evaluation **(Table 5)**. Thus, development activity is not being assessed for any system-wide deficiencies. For the Mobility Fee calculation, the ECEf will be set to **1.00**.

Table 5: 2025 Existing Conditions Evaluation Factor (ECEf)

Functional Classification	Length (miles)	2025 VMC	2025 VMT	ECEf
Minor Collector	7.80	181,000	42,610	4.25
Major Collector	15.19	330,850	170,920	1.94
Minor Arterial	6.92	249,740	214,370	1.16
Principal Arterial	17.05	878,410	813,830	1.08
Total	46.96	1,640,000	1,241,730	1.32

Source: *Palm Springs Traffic Characteristics Data* ***(Appendix D)****. The Vehicle Miles of Travel (VMT) for Interstate 95 that is taken from the portions of I-95 between 6 Avenue South and SR 882 (Forest Hill Boulevard) is excluded from the existing conditions evaluation factor.*

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MOBILITY PLAN SUMMARY

The Mobility Plan identifies the mobility projects needed to meet the projected growth in travel demand over the next 20 years on the Village's transportation system. The Mobility Plan is comprised of the following plans: (1) Roadway Plan **(Map D & Appendix G)**; (2) Multimodal Plan **(Map E & Appendix H)**; (3) Mobility Programs **(Appendix I)**. The Plans and Programs includes detailed descriptions of mobility projects that serves as the basis for development of the mobility fee. The Plans includes existing funded mobility projects, as well as projects needed to meet future travel demand needs.

Planning level cost (PLC) estimates are established for each mobility project identified in the Plans based on cost data from the Village, FDOT District Four, and the Palm Beach County Transportation Planning Agency (TPA) **(Appendix F)**. The PLC estimates for each mobility project are subject to change as the projects move from design to engineering and ultimately onto construction. Multimodal capacities (MC) have been developed for each type of mobility project **(Appendix F)**.

The establishment of these multimodal capacities has been used to calculate a person miles of capacity (PMC) for each of the mobility projects. These multimodal capacities account for the capacity of sidewalks, cycle tracks, multi-use paths/trails, and roads. The following is a summary of the total length, and the planning level cost (PLC) and person miles of capacity increase (PMCi) for mobility projects that are not currently programmed or under construction **(Table 6)**.

Table 6: Mobility Plan Summary

Plans & Programs	Total Miles or Number of Projects	Planning Level Cost (PLC)	Person Miles of Capacity Increase (PMCi)
Roadway Plan	8.55 miles	$72,914,490	216,344
Multimodal Plan	43.44 miles	$87,736,283	183,678
Mobility Programs	10 Programs	$9,950,000	19,900
Total	51.99 miles	$170,600,773	419,922

Source: *Roadway Plan **(Appendix G).** Multimodal Plan **(Appendix H).** Mobility Programs **(Appendix I).** The basis for the Planning Level Cost (PLC) and Person Miles of Capacity (PMC) are summarized in **Appendix F**.*

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REASONABLY ANTICIPATED FUNDING

The availability of funding for the Mobility Plan over the next 20 years is projected to come from a variety of funding sources. These sources include the Village, new development, the federal government, Palm Beach County, partnerships, the State of Florida, and various transit providers. The Mobility Plan is the first step in a multi-step process to fund mobility within the Village. Proactively collaborating with new development is a way to advance mobility projects by entering into partnerships to extend these projects beyond development boundaries.

Palm Beach County and Palm Springs could allocate a portion of gas taxes and infrastructure sales tax towards the Mobility Plan. However, gas taxes have been declining locally, statewide, and nationally as vehicles have become more fuel efficient and the percentage of electric vehicles and hybrid vehicles increase. The federal government has not raised gas taxes in a number of years. The State of Florida annually adjust gas taxes on the first day of the year based on the prior year Consumer Price Index to adjust for inflation. The vast majority of gas taxes at all levels of government are largely earmarked for maintenance and operations of the existing transportation system, leaving minimal revenues available for new capacity and multimodal improvements.

The County's infrastructure sales tax, if renewed by referendum of the registered residents of Palm Beach County, provides a broader opportunity to have available funds to contribute towards mobility projects. The Palm Beach TPA has available federal and state funding identified through the 2045 Cost Feasible Long Range Transportation Plan (LRTP). A large portion of projected funding is allocated towards improvements on the Strategic Intermodal System (SIS), with a significant amount of the funds allocated toward the Florida Turnpike and Interstate 95. Historically, the Palm Beach TPA has a number of funding opportunities through grants and various pool of funds identified in the LRTP to allocate towards mobility projects. Funding for mobility projects on state roads is allocated through the LRTP and the FDOT State Transportation Improvement Program (STIP).

Over the next 20 plus years, it is reasonably anticipated that roughly **$39,918,013** in funding will be available to fund road and intersection improvements **(Table 7)**. A large portion **($18,681,425)** of the reasonably anticipated funding would come from federal and state sources for the future Lake Worth Road Improvements **(Appendix G)** and the lane repurposing of Lake Worth Road, Military Trail, and Forest Hill Lane **(Appendix H)**. In addition, the mobility fee methodology reasonably anticipates that the Village will receive roughly $650,000 of funding per year from various local, state, and federal sources, for a total of **$13,000,000** of funding through the 2045 Mobility Plan horizon.

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Table 7: Reasonably Anticipated Funding Summary

Roadway Plan Funding	**$2,213,108**
Multimodal Plan Funding	**$37,704,905**
Mobility Programs Plan Funding	**$0**
Other Sources	**$13,000,000**
Total	**$52,918,013**

Source: *Roadway Plan* ***(Appendix G).*** *Multimodal Plan* ***(Appendix H).***

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New Growth Evaluation (NGE)

A new growth evaluation has been conducted to ensure that new development is not paying for more than its attributable share of the cost of the mobility projects identified in the Mobility Plan, as required by case law and Florida Statute. The new growth evaluation factor (NGEf) is based on the increase in person miles of travel (PMT) and the increase in person miles of capacity (PMC) from the mobility projects Figure 7.

Figure 7: New Growth Evaluation Factor (NGEf)

New Growth Evaluation factor (NGEf)

NGEf = (PMTi / PMCi)

If NGEf > 1.00, then the NGEf is set at 1.00

Where:

PMTi = Person Miles of Travel increase (Table 3)

PMCi = Person Miles of Capacity increase (Table 6)

NGEf = New Growth Evaluation factor (Table 8)

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The new growth evaluation factor (NGEf) is **0.99 (Table 8)**. A NGEf ratio that is less than 1.00 indicates that more capacity is being provided than what is needed to meet future demand. The NGEf ratio is less than 1.00. Thus, the Mobility Fee is assessing new development for more person miles of capacity (PMC) than is what is needed to accommodate projected increases in person miles of travel (PMT). For purposes of the calculation of the Mobility Fee rate, the new growth evaluation factor (NGEf) is set to 0.99.

Table 8: New Growth Evaluation Factor (NGE)

Increase in Person Miles of Travel (PMTi)	416,585
Increase in Person Miles of Capacity (PMCi)	419,922
New Growth Evaluation factor (NGEf)	0.99

Source: *The increase in person miles of travel is based on Table 3. The increase in person miles of capacity is based on Table 6. The new growth evaluation calculation is based on the formula in Figure 7.*

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Person Miles of Capacity Rate (PMCr)

The first component for calculating a Mobility Fee is the calculation of a person miles of capacity rate (PMCr). The attributable planning level cost (PLCa) is based on the planning level cost (PLC) for the updated Mobility Plan Projects less the reasonably anticipated funding (AF). The assignable Mobility Plan Project cost (MPCa) is calculated by multiplying the planning level cost (PLCa) by the existing conditions evaluation factor (ECEf) and the new growth evaluation factor (NGEf). The assignable Mobility Plan cost (MPCa) is then divided by the increase in person miles of capacity (PMCi) to determine the person miles of capacity rate (PMCr) **(**Figure 8**)**.

Figure 8: Person Miles of Capacity Rate (PMCr)

Person Miles of Capacity rate (PMCr)

$\sum PLC = (\sum RPc + \sum MPc + \sum MPPc)$

$\sum AF = (\sum RPf + \sum MPf + \sum MPPf + \sum OSf)$

$PLCa = (\sum PLC - \sum AF)$

$MPCa = ((PLCa \times ECEf) \times NGEf)$

$PMCr = (MPCa / PMCi)$

Where:

PLC = Planning Level Cost (Table 6)

AF = Anticipated Funding (Table 7)

c = Cost

f = Funding

RP = Roadway Plan (Appendix G)

MP = Multimodal Plan (Appendix H)

MPP = Mobility Programs Plan (Appendix I)

OS = Other Sources (Table 7)

PLCa = Attributable Cost of Mobility Plan Projects (Table 9)

ECEf = Existing Conditions Evaluation factor of 1.00 (Table 5)

NGEf = New Growth Evaluation factor of 0.99 (Table 8)

MPCa = Assignable Cost of Mobility Plan Projects (Table 9)

PMCi = Person Miles of Capacity increase (Table 6)

PMCr = Person Miles of Capacity Rate (Table 9)

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The following is the calculation for the Person Miles of Capacity Rate (PMCr) illustrated in **Figure 8**:

PLC of $170,600,773 = ($72,914,490 + 87,736,283 + 9,950,000)

AF of $52,918,013 = ($2,213,108 + $37,704,905 + $0 + $13,000,000)

PLCa of $117,682,760 = ($170,600,773 - $52,918,013)

MPCa of $116,505,930 = ($117,682,760 x 1.00) x 0.99)

PMCr of $277.91 = ($116,505,930 / 419,922)

With an assignable Mobility Plan Cost (MPCa) of **$116,505,930** and a Person Miles of Capacity increase (PMCi) of **419,922**, the calculated Person Miles of Capacity PMC rate (PMCr) is **$277.91 (Table 9)**. The PMCr will be multiplied by the Person Travel Demand per land use on the Mobility Fee schedule to calculate the Mobility Fee rate per land use.

Table 9: Person Miles of Capacity Rate (PMCr)

Planning Level Cost (PLC)	**$170,600,773**
Anticipated Funding (AF)	**$52,918,013**
Attributable Planning Level Cost (PLCa)	**$117,682,760**
Existing Conditions Evaluation Factor (ECEf)	**1.00**
New Growth Evaluation Factor (NGEf)	**0.99**
Assignable Mobility Plan Cost (MPCa)	**$116,505,930**
Increase in Person Miles of Capacity (PMCi)	**419,222**
Person Miles of Capacity Rate (PMCr)	**$277.91**

Source: *Roadway Plan* ***(Appendix G).*** *Multimodal Plan* ***(Appendix H).*** *Mobility Programs* ***(Appendix I).*** *The Planning Level Cost (PLC) of mobility projects per* ***Table 6****. The anticipated and assumed funding per* ***Table 7****. The Existing Conditions Evaluation factor (ECEf) is obtained from* ***Table 5.*** *The New Growth Evaluation factor (NGEf) is obtained from* ***Table 8.*** *Person Miles of Capacity increase (PMCi) per* ***Table 6****. The Person Miles of Capacity Rate (PMCr) was determined per* ***Figure 8.***

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PERSON TRAVEL DEMAND PER USE (PTDU)

The second component for calculating a Mobility Fee for land uses in the Mobility Fee schedule is the calculation of person travel demand (PTD) for each use. The factors utilized in the calculation of person travel demand (PTD) for each use are the principal means to achieve the "rough proportionality" test established by the courts and Florida Statute 163.31801.

Trip Generation

Trip generation rates are based on daily trip information published in the Institute of Transportation Engineers' (ITE) Trip Generation Manual, 11th edition. The detail for the daily trip generation rates for each land use is included in **Appendix J.** For uses where daily trips are not provided or there are only a few studies, the AM and PM Peak hours of adjacent street traffic were averaged and divided by a peak-to-daily ratio to derive daily trips.

The Mobility Fee schedule requires that trip generation rates for non-residential uses be based on multiple land uses. The trip generation for Mobility Fee schedule land uses such as Community Serving, Long Term Care, and Overnight Lodging are based on weighted AM and PM trip generation data to develop the daily trip generation rates. Additional detail is provided in **Appendix J.**

The simplest way to calculate the daily trip generation rate for a use, where trip generation is based on multiple trip generation rates, would be to simply average the trip rates. The issue with a simple average is that the ITE Manual may only have one (1) or two (2) studies for a given land use and 50 studies for another use. Generally, the greater the number of studies, the more accurate the trip generation rate is for a given use. To ensure that a trip generation rate based on one (1) study does not have the same weight as a trip generation rate based on 30 studies, a weighted trip generation rate is calculated for each Land Use where daily trips are based on more than one ITE land use code.

% New Trips

The percentage of new trips is based on a combination of the various pass-by analyses provided in ITE's Trip Generation Handbook, 3rd edition and various traffic studies conducted throughout Florida. The percentage of new trips differs slightly from the commonly used pass-by trip term as it is the percentage difference in trips after pass-by trips are deducted. While ITE's Trip Generation Handbook does not recognize pass-by rates for uses other than retail, pass-by rates are utilized for uses such as medical offices, day care, entertainment, and recreation use to reflect how people move about the community. The detail for the % new trips is included in **Appendix K**. The concept is better understood based on the following example:

(10 trips x (100% - 30% pass-by rate)) = 7 trips or 70% new trips).

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Vehicle Trip Length (VTl)

The vehicle trip length (VTl) is used to calculate the vehicle miles of travel for land uses in the mobility fee schedule. Vehicle trip lengths are based on the 2022 National Household Travel Survey (NHTS). The NHTS vehicle trip length data is based on travel surveys collected for the South Atlantic Region of the U.S., which includes Florida.

The travel surveys are from metropolitan statistical areas with a population of more than 1,000,000 with heavy rail service, which includes the central portions of Palm Beach County **(Appendix L)**. Vehicle trip lengths vary by trip purpose. Several trip purposes have been combined to more accurately reflect trip characteristics of the uses established in the Mobility Fee schedule.

The travel survey data utilized are for trips of 10.0 miles or less. The U.S. Department of Transportation has been evaluating household trip length data for all counties in the U.S. The trip length data measures population staying at home, population making trips, trips of 5 miles or less, 5 to 10 miles, and varying trip lengths greater than 10 miles. The data has been collected monthly since 2019. Within Palm Beach County, more than 65% of all household trips are less 5 miles or less and 81% of all household trips are 10 miles or less **(Appendix M)**. Trips over 10 miles in length would primarily be using limited access roads such as the Florida Turnpike and Interstate 95.

Limited Access Evaluation Factor (LAEf)

Travel on Interstate 95 (I-95), which is a limited access facility, is excluded from Mobility Fee calculations as I-95 is principally funded and maintained by the Federal Government in coordination with FDOT. To ensure development that generates new person travel demand is not charged for travel on I-95, a limited access factor has been developed based on 2025 VMT **(Table 2)**. The limited access evaluation factor (LAEf) of **0.754** is based on 25% of VMT occurring on I-95 **(Table 10).** An adjustment was applied to account for the fact that Palm Springs is only located on the west side of I-95. The LAEf adjustment is applied to the VMT per land use **(Appendix K)** and is used in the calculation of person travel demand per land use **(Appendix K).**

The following is the calculation for the Limited Access Evaluation factor (LAEf):

Limited Access VMT x 0.5 = Limited Access (West) VMT

Arterial & Collector Roads VMT + Limited Access (West) VMT = Total VMT

Arterial & Collector Roads VMT divided by Total VMT = Limited Access Evaluation factor

810,730 x 0.5 = 405,365; 1,241,730 + 405,365 = 1,647,095; (1,241,730 / 1,647,095) = 0.754

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Table 10: Limited Access Evaluation Factor (LAEf)

Facility	2025
Arterial & Collector Roads VMT	1,241,730
Limited Access VMT	810,730
Limited Access VMT West Adjustment	0.50
Limited Access (West) VMT	405,365
Total VMT	1,647,095
Limited Access Evaluation Factor (LAEf)	0.754

Source: *Growth in Vehicle Miles of Travel (**Table 2**).*

Origin Destination Factor (ODf)

Trip generation rates represent trip-ends at the site of a land use. Thus, a single origin trip from home to work counts as one trip-end for the residence and from work to the residence as one trip-end, for a total of two trip ends. This distributes the impact of travel between origins and destinations of trips based on the overall share of travel by trip purpose. The application of the origin and destination factor (ODf) eliminates double charging new development for the same trip. The ODf is used in the calculation of PTDu (**Appendix K**).

Vehicle Miles of Travel (VMT)

The vehicle miles of travel are calculated based on trip generation, percent new trips, vehicle trip length, the limited access evaluation factor, and the origin and destination factor (**Appendix K**). The vehicle miles of travel (VMT) for land uses in the mobility fee schedule are then converted into person travel demand (PTD) based on the person miles of travel (PMT) factor.

Person Miles of Travel Factor (PMTf)

The person miles of travel factor (PMTf) are used to convert the vehicle miles of travel (VMT) to person travel demand (PTD) for land uses in the mobility fee schedule. The PMTf allows for the conversion of vehicle travel to person travel by accounting for people walking, bicycling, riding transit, and for vehicle occupancy. The person miles of travel factor (PMTf) are based on the 2022 National Household Travel Survey (NHTS). The NHTS vehicle trip length data is based on travel surveys collected for the South Atlantic Region of the U.S., which includes Florida. The travel surveys are from metropolitan statistical areas with a population of more than 1,000,000 people with heavy rail service, which includes the central portions of Palm Beach County **(Appendix L)**.

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The person miles of travel factor (PMTf) vary by trip purpose. Several trip purposes have been combined to more accurately reflect trip characteristics of the uses established in the Mobility Fee schedule. The assigned PMTf per land use is established in **Appendix K.**

Person Travel Demand per Land Use (PTDu)

The result of multiplying vehicle miles of travel (VMT) by the person miles of travel factor (PMTf) is the establishment of a Person Travel Demand per land use (PTDu) **(Appendix K)**. The PTD per land use reflects projected person travel during an average weekday for the various land uses in the Mobility Fee schedule. The calculation for Person Travel Demand (PTD) is illustrated in **Figure 9**:

Figure 9: Person Travel Demand per Use (PTDu)

Person Travel Demand per use (PTDu)

VMTu = ((((TG x % NEW) x VTl) x LAEf) x ODf)

PTDu = (VMTu x PMTfu)

Where:

VMTu = Vehicle Miles of Travel per use (Appendix K)

TG = Trip Generation (Appendix J)

%NEW = Percent of Trips that are Primary Trips (Appendix K)

VTl = Vehicle Trip Length by Trip Purpose (Appendix K)

LAEf = Limited Access Evaluation factor of 0.754 (Table 10)

ODf = Origin and Destination Factor of 0.50 (Appendix K)

PTDu = Person Travel Demand per use (Appendix K)

PMTfu = Person Miles Travel factor per use (Appendix K)

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The following is an example of the calculation of the Person Travel Demand (PTD) for a single-family detached residential land use per 1,000 sq. ft. **(Appendix K).**

Trip Generation (TG): 5.62
% New Trips (%NT): 1.00
Vehicle Trip Length (VTl): 3.86
Limited Access Adjustment factor (LAEF): 0.754
Origin & Destination Factor (ODf): 0.50
Vehicle Miles of Travel (VMT): 8.18
Person Miles of Travel factor (PMTF): 1.61
Person Travel Demand (PTD): 13.17

((((TG x % NT) x VTl) x LAEf) x ODf) = VMT; (VMT x PMTf) = PTDu
((((5.62 x 1.00) x 3.86) x 0.754) x 0.50) = 8.18; (8.18 x 1.61) = 13.17

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MOBILITY FEE ASSESSMENT AREA

There are two kinds of geographic areas in mobility fee systems: assessment areas and benefit districts. Assessment areas are based on either a physical location, such as a downtown, or a type of development pattern, such as a traditional neighborhood development (TND). New development within the Village only pays the mobility fee rate applicable to the assessment area in which the new development is located.

The establishment of different assessment areas is done in recognition that certain geographic locations or types of developments will result in shorter trips, more people walking and bicycling, and higher levels of internal capture; thus, minimizing impact to the external roadway network. Multiple assessment areas are established for mobility fees to reflect differences dues to internal capture or external distribution of trips.

Multiple assessment area options within the Village were considered based on a review of the Future Land Use Element (FLUE), Future Land Use Map (FLUM), and current development patterns. The FLUE, FLUM and current development patterns for the Village do not feature enough variation to warrant Mobility Fees that vary by assessment area. Should the Village adopt future land use policies for mixed-use developments such as traditional neighborhood developments (TNDs), then the Village may elect to establish a mixed-use assessment area to account for internal capture of trips in a future update of the Mobility Fee.

The Palm Springs mobility fee features a single **Assessment Area** for the Village (**Map A**). The assessment area defines where a mobility fee is assessed and collected from new development. The mobility fee is assessed at the time of development order application and is paid at the time a development permit is issued, or equivalent approval is granted by the Village.

The Mobility Fee Ordinance will address assessment and imposition of the mobility fee on new development. The Mobility Fee Ordinance may either incorporate the Assessment Area map by reference or include the map as an exhibit to the Ordinance.

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MOBILITY FEE SCHEDULE

To ensure the rough proportionality test is addressed, the person travel demand of individual land uses is used to calculate the mobility fee rate per use (MFru) in the mobility fee schedule **(Appendix N)**. The mobility fee rate is based on the person travel demand for each use (PTDu) listed on the mobility fee schedule multiplied by the person miles of capacity rate (PMCr).

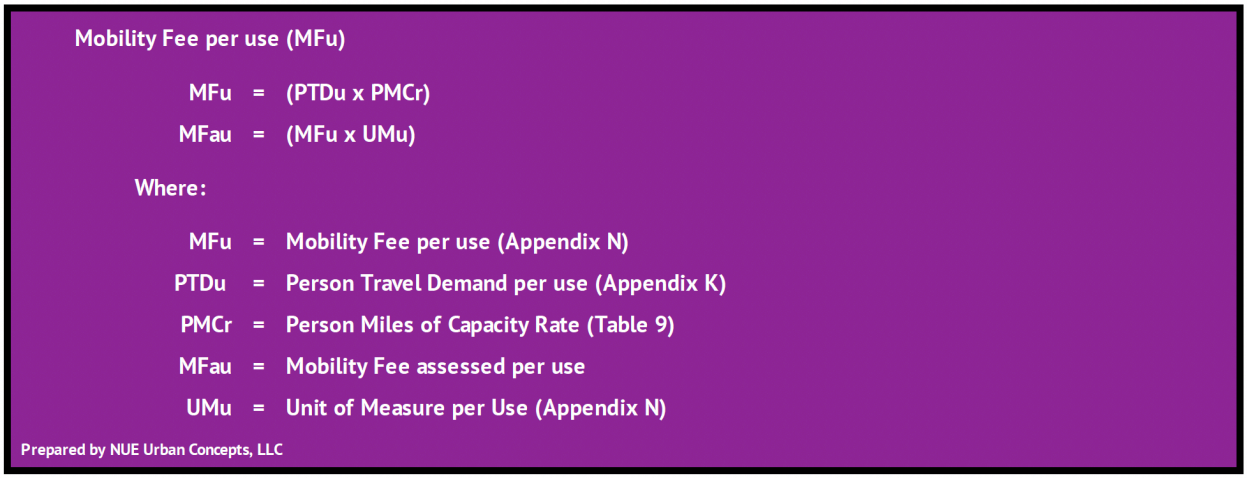
The calculated person travel demand for each use (PTDu) represents the full person travel demand impact of that land use within the Mobility Study Area **(Appendix K)**. The mobility fee rate per use (MFru) has been developed to fund the mobility projects needed on Village, County, and State Roads to address growth in future travel demand. Payment of the mobility fee based on land uses in the mobility fee schedule allows new development to equitably mitigate its impact to the Village's transportation system.

The Mobility Fee schedule provides fee rates on a per 1,000 square foot or applicable unit of measure basis **(Appendix N)**. New development is assessed a mobility fee per use (MFau) at the time of building permit application on a per square foot basis or applicable unit of measure. The calculations for determining the mobility Fee are illustrated in **Figure 10.** The following is an example of the mobility fee calculation for a 1,500 sq. ft. single-family detached residential dwelling where the unit of measure (UM) is per 1,000 sq. ft.:

(PTDu x PMCr) = MFru; Sq. Ft. (sf) / 1,000 = UMu; MFru x UMu = MFau

(13.17 x $277.91) = $3,659; (1,500 / 1,000) = 1.50; (1.50 x $3,659) = $5,489

Figure 10: Mobility Fee Calculation



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The mobility fee schedule seeks to strike a balance between the Village's Comprehensive Plan and current market trends. The uses included on the mobility fee schedule enable the Village of Palm Springs to use the Mobility Fee as an additional tool to further integrate land use and transportation planning consistent with the Village's Comprehensive Plan. The calculated mobility fee per land use is provided in **Appendix N**.

The mobility fee schedule of uses is broken down into five (5) components that are further described below the figure: (1) category of land uses; (2) individual land use classifications; (3) representative land uses; (4) Assessment Area; and (5) the mobility fee rates per land use. The following is an example the five (5) components of the mobility fee schedule **(Figure 11).**

Figure 11: Mobility Fee Schedule Components

Five (5) Components of a Mobility Fee Schedule	
Use Categories, Uses Classifications, & Representative Uses	**(Assessment Area)**
	Village-wide
(1st Use Category) = Institutional Uses per sq. ft.	
(2nd Use Classification) = Community Serving **(3rd Representative Use) = (Center, Club, Clubhouse, Lodge, Museum, Performance Venues, Place of Assembly or Worship)**	**(5th Mobility Fee Rates)**

The first (1st) component is overall categories of land uses, such as residential or office. Under each overall category there are multiple uses for which a mobility fee is calculated. The overall category is generally consistent with the function of a given land use for the individual land use classification. These overall categories are generally consistent with the Village Comprehensive Plan and the ITE Trip Generation Manual. These categories headings also specify if the individual uses are calculated on a per 1,000 square feet or a different unit of measure, such as the per acre for Outdoor Recreation.

The second (2nd) component is individual land use classifications, such as community serving or high impact retail. These individual land use classifications have similar person travel demand characteristics and / or similar functions to the overall land use category. These individual land use classifications are generally consistent with the ITE Trip Generation Manual classification under a given category of land uses. The individual land use classifications will specify the unit of measure to calculate the mobility fee if it differs from a rate per 1,000 square feet.

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The third (3rd) component is representative land uses under the individual land use classifications. These representative land uses are shown in brackets such as (Afterschool, Child Care or Day Care, K-12, Pre-K, Trade School, Tutor) after the individual land use classification of Private Education. These representative land uses have similar person travel demand characteristics and functions to the individual land use classification.

These land uses are not exhaustive and are intended to serve as a guide to describe the types of use that would be assessed a mobility fee based on the rate for the individual land use classification. The definition of each individual land use classification provides further detail on the types of representative land uses that would fall under an individual land use classification. These representative land uses are generally consistent with the ITE Trip Generation Manual classification under a give category of land uses and individual land use classifications.

The fourth (4th) component is the Assessment Area. The mobility fee schedule includes a single assessment area. In the future, the Village could consider additional assessment areas.

The fifth (5th) component is the Mobility Fee rates per land use classification. The Mobility Fee rates are illustrated for each land use. The Mobility Fee for an individual land use is determined by multiplying the mobility fee rate by the applicable unit of measure.

Residential Land Uses

The Mobility Fee schedule proposes a streamlined approach to residential mobility fees that is easy to administer and addresses affordability. The schedule proposes a flat residential Mobility Fee rate per square foot for residential uses, regardless of the type of residential use. The Mobility Fee is set up so that a 600 sq. ft. studio pays for 600 sq. ft., a 1,200 sq. ft. two-bedroom apartment pays for 1,200 sq. ft., and a 2,000 sq. ft. single-family detached dwelling pays for 2,000 sq. ft. There is a direct correlation between the size of a unit and the Mobility Fee to be paid.

The calculation of Mobility Fees per sq. ft. is consistent with how the building industry prices permits and is a tool available to the Village to address affordability. The transition to a flat residential Mobility Fee rate, regardless of the type of residential use, reflects that as the size of a residential dwelling unit increases, there is a corresponding increase in the number of bedrooms and vehicles per household **(Appendix O)**. An analysis of data from the 2022 National Household Survey illustrates that as the number of vehicles increases and household size increases, so does the corresponding vehicle miles of travel **(Appendix P).** Thus, similar to the trip generation rates for non-residential land uses, as the size of a dwelling unit increases, so does the number of associated vehicle trips.

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Affordable or Workforce Housing

The Mobility Fee schedule does not feature a calculated Mobility Fee rate for affordable or workforce housing. The Village of Palm Springs, per Florida Statute Section 163.31801 (11), could elect to waive mobility fees for affordable housing per Florida Statute Section 420.9071.

Institutional Uses

The Mobility Fee schedule features three institutional use classifications: (1) community serving; (2) long term care; and (3) private education. Community serving uses include civic uses, museums, performing arts venues, and places of assembly, such as clubs, lodges, and places of worship. Long term care uses include adult day care, assisted living facilities, congregate care facilities, group care, and nursing homes. Private education uses include day cares, private schools, and Pre-K. Public and charter schools are exempt from mobility fees and impact fees per Florida Statue.

The Village has requested that beds be used for long term care and students for private education, consistent with Palm Beach County's Road impact fee schedule of land uses. NUE Urban Concepts recommended that the Village mobility fees be based on a rate per 1,000 sq. ft. to more accurately reflect travel demand impacts. Beds and students are outdated units of measure. While the mobility fee calculations are technically accurate, given the changing nature of long-term care and the difficulty of tracking student enrollment, the Village should re-evaluate the units of measure the next time the mobility fee is updated.

Recreational Uses

The Mobility Fee schedule includes four recreational use classifications: (1) outdoor recreation per acre; (2) outdoor recreation per court; (3) gold course per hole, and (4) indoor recreation per 1,000 sq. ft. Outdoor recreation uses consist of uses such as golf courses, tennis courts, and multipurpose recreation facilities. A separate indoor recreation category is included and is based on a rate per sq. ft. for indoor uses such as gyms, health clubs, yoga, and dance studios.

The Village has requested that courts be used for tennis, racquetball, and pickleball. This change necessitated also providing a separate rate for golf courses per hole. Palm Beach County's Road impact fee schedule of land uses courts and holes as units of measure. NUE Urban Concepts recommended that the Village mobility fees for outdoor recreation be based on a rate per acre to more accurately reflect travel demand impacts. Courts and holes are outdated units of measure. While the mobility fee calculations are technically accurate, given the changing nature of outdoor recreation, the Village should re-evaluate the units of measure the next time the mobility fee is updated.

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Industrial Uses

The Mobility Fee schedule features one industrial use category. The industrial category includes general industrial uses such as heavy industrial, assembly, manufacturing, microbreweries, and trades, as well as commercial storage uses such as mini-warehouses, outdoor storage, and warehouses.

Office Uses

The Mobility Fee schedule features two office use categories. The first use is for business office uses such as accounting or real estate. The general office use also includes hospitals and higher education. The second use is medical, such as clinics, dentist, medical doctors, emergency care, and veterinary. Medical office uses generate two to three times the number of trips as a non-medical office use, while hospitals have a daily trip generation consistent with non-medical office uses.

Retail Land Uses

The Mobility Fee schedule includes five (5) retail use classifications: (1) multi-tenant retail; (2) free-standing retail; (3) high impact retail; (4) convenience retail; and (5) quick service restaurant. A significant update in the 11th edition of the ITE Trip Generation Manual is the addition of several multi-tenant retail center use classifications. Thus, one of the retail categories is multi-tenant retail, typically what you would find in a shopping center, but without a grocery store or supermarket. The trip generation rate is far higher when a grocery store is present. The second category is free-standing retail uses, the most common of which are dollar or variety stores. Large format retail uses, such as home improvement stores or wholesale clubs are often free-standing retail uses as well. Multi-tenant uses may sometimes have banks or restaurants as part of a multi-tenant building. These uses would quality for the multi-tenant rate, plus any rates associated with drive-thru lanes.

The third category is high impact retail. These uses tend to have similar trip generation characteristics of roughly 75 to 125 trips per 1,000 square feet and consist of banks, grocery stores, sit down restaurants, and pharmacies. These uses increasingly also include a drive-thru component. The uses would be assessed per drive-thru lane, as well as for the square footage of the building. The third category is convenience retail and includes uses such as gas stations and convenience stores. As the highest trip generating land uses in the ITE Manual, these uses tend to have trip generation rates over 250 trips per 1,000 square feet. The fourth category is Quick Service Restaurant, aka fast-food restaurants, that tend to have trip generations rates of more than 200 trips per 1,000 square feet.

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Non-Residential Uses

The Mobility Fee schedule proposes eight non-residential uses where the mobility fee is based on a unit of measure other than per 1,000 sq. ft. These non-residential land uses include: (1) automotive repair establishment; (2) commercial use drive-thru; (3) financial services drive-thru; (4) overnight lodging; (5) quick service restaurant drive-thru; (6) mobile residence; (7) vehicle charging or fueling; and (8) vehicle cleaning.

The two non-residential uses that do not include additive mobility fees are mobile residence and overnight lodging. Mobile residence consists of mobile homes, RV's and travel trailers. These may be located on an individual parcel, to the extent allowed by the Village or within an overall park. Mobility fees are assessed per space or lot that can accommodate a mobile residence. Overnight lodging includes hotels, motels, bed and breakfast, and other transient accommodations. The Mobility Fee for overnight lodging is based on a rate per room. Additive mobility fees are not assessed on hotels.

To reflect higher travel demand, six (6) of these non-residential uses are additive mobility fees. As more land uses downsize, a mobility fee based solely on building size does not fully capture the travel demand impact of certain high travel demand uses. A mobility fee for any retail building would be assessed at the appropriate mobility fee rate. In addition, uses with a bank, quick service restaurant, or pharmacy drive-thru, a car wash, or a commercial motor vehicle charging or fueling position would pay additive fees based on the number of features proposed for the development activity or existing development retrofit.

Uses with a repair or service bay shall be required to pay a mobility fee per bay or stall, plus any mobility fee associated with any building spaces that are not captured as part of a lane, stall, or bay. These uses would include vehicle repair or service, quick lube, tire stores, as well as any vehicle accessories or modifications.

Commercial uses such as grocery stores, variety stores, and large format retailers are starting to include drive-thru lanes for either pharmacies or for general merchandise. Banks, pharmacies, and restaurants all feature higher trip generation rates when there are drive-thru facilities. Some trips may be offset by customers going to the retail use. However, as delivery services become more common, pass-by rates or trip chaining rates are decreasing as delivery trips are making one or two primary trips and not necessarily stopping for other trip purposes, like most people do when going shopping for general goods. Like banks and fast food, retail square footage will likely start to shrink as more purchases are delivery or focus on more auto related convenience trips with fewer people shopping for goods.

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Some financial institutions, especially Credit Unions, are increasing their brick-and-mortar presence to attract additional customers. Other banks are eliminating branches entirely and just offering drive-thru or walk-up free-standing ATMs. For banks with drive-thru lanes, an additional Mobility Fee is assessed per drive-thru lane. A Mobility Fee is also assessed for any free-standing walk-up ATMs or ATMs accessed via drive-thru lanes.

Quick service restaurant uses are experiencing a transformation where buildings are getting smaller, while the number of drive-thru lanes and delivery services are increasing. Due to their high travel demand impact, an additive fee has been calculated per quick service drive-thru lane to capture the impact of quick service uses that offer one or more drive-thru lanes. Some quick service uses are migrating to walk-up ordering, outdoor seating only, with two drive-thru lanes and one delivery pick-up lane, further increasing travel demand. This impact is not captured by simply evaluating the building.

Convenience uses have primarily been uses with motor vehicle fueling. Increasingly superstores, supermarkets, variety stores, and wholesale clubs have started to add vehicle fueling. The additive mobility fees will be assessed to any use that offers commercial vehicle charging and fueling and is accessible to the public or through a membership club. The mobility fee is assessed per commercial charging station or fueling position. Any motor vehicle charging station that does not charge for service will not be assessed a mobility fee, such as charging stations provided in a public or private garage that do not charge for use.

Uses with a car wash shall be required to pay a mobility fee per lane, stall, or bay for the use, plus any mobility fee associated with any building space that are not captured as part of a lane, stall, or bay. Any building solely for maintenance or supply purposes that does not include any accessible spaces for personnel would not be required to pay a mobility fee beyond that associated with the additive fee for the car wash.

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MOBILITY FEE COMPARISON

A comparison between the Village of Palm Springs Mobility Fee and the existing Palm Beach County road impact fee has been prepared **(Appendix Q).** While the comparison is a useful metric, the Village Mobility Fee and County road impact fee: (1) use very different methodologies; (2) were calculated by different consultants; and (3) were prepared at different times. The land uses listed in the Village and County fee schedule are not the same. Therefore, a best fit analysis was used to allow for the comparison. The County's road impact fee is based on rates from their 2022 road impact fee study. The Village Mobility Fee is based on the most recent and localized data as of 2025. The County provides 49 different impact fee rates. The Mobility Fee schedule is more streamlined with a total of 24 mobility fee land use rates.

The County road impact fee uses a consumption-based methodology based on an adopted level of service standard, rather than specific road projects that the County intends to construct. The Palm Springs Mobility Fee uses a plan-based methodology where the Mobility Fee is based on the cost to construct specific mobility projects. The County's road impact fee uses vehicle miles of travel and trip lengths to determine its road impact fee based on studies completed in the 1990's and 2000's. The Village Mobility Fee uses person miles of travel, person miles of capacity, person travel demand, and trip lengths based on the 2022 National Household Travel Survey (NHTS). The uses and units of measure also differ when comparing the County road impact fee and the Village's Mobility Fee.

The Village's mobility fee for residential land uses is based on the enclosed livable square footage for single-family and multi-family residential uses under roof. The Palm Beach County road impact fee for residential land uses is calculated per dwelling unit, regardless of the square footage. On a per 1,000 sq. ft. basis, Palm Springs mobility fee is lower than the County Road impact fee per dwelling unit. The mobility fee for a 1,500 square foot single-family detached residential dwelling results in a slightly lower fee than the County's Road impact fee for the same unit **(Appendix Q)**. Likewise, the mobility fee for a multi-family residential development / building will be similar to the County when considering livable square footage.

The Village's mobility fee is lower than the County Road impact fee for most land uses. There are a few rates that are slightly higher than the County, with most of that difference due to changes in trip generation rates. Overnight lodging and vehicle cleaning land uses are higher based on higher trip generation rates from the 11th edition of the ITE Trip Generation Manual versus the rate the County used from the 10th edition of the Manual as part of its update. Higher rates are relative as the unit of measure is different for several land uses, making exact comparisons more difficult to evaluate. Further, the Mobility Fee is based on 2025 data, the County's is 2021 data.

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MOBILITY FEE BENEFIT DISTRICT

The benefit test of the dual rational nexus test requires that local governments establish defined areas or districts within which mobility fees collected are earmarked for expenditure. The geographic limits of the proposed Mobility Fee Benefit District include the current Village limits, enclaves, and portions of unincorporated Palm Beach County **(Map B).** The extension of a Mobility Fee Benefit District beyond current Village limits was done in recognition that travel demand does not start or stop at Village limits **(Map B)**.

Having a Mobility Fee Benefit District that extends beyond the Village limits ensures that the Village can expend Mobility Fees on projects identified in the Mobility Plan outside the Village limits that cross enclaves or terminate at logical endpoints. It also allows the Village to address extra jurisdictional impacts and to work in a cooperative manner with adjacent municipalities, the County, and FDOT to partially fund mobility projects that would provide a mobility benefit to new development that pays the mobility fee. The extended boundaries also ensure the ability of the Village to fund mobility projects across enclaves and in surrounding areas to provide for continuity and connectivity.

To advance mobility projects and to form public / private partnerships, the Village may elect to establish a development specific mobility fee benefit district. A development specific benefit district would accommodate instances where new development advances mobility projects within a defined area. The benefit district could be a tool to collect mobility fees from various end users within a defined development and reimburse the new development that advanced the mobility project with mobility fees collected within the benefit district.

The benefit district could also include unaffiliated third party development activity within a defined area that would pay its mobility fee, and the Village would reimburse the development that provided a mobility benefit outside of the limits of its development boundary. Any development specific benefit district would be established through a developer agreement between the Village and the new development. The agreement would address the limits of the district and any development specific collection of mobility fees, utilization of credit, or reimbursement to the developer.

The Village will be required to establish a mobility fee special revenue account. Special revenue fund accounts ensure that mobility fees are expended within the Benefit District and are appropriately accounted for to address annual State mandated audit requirements for Mobility Fee collections and expenditures.

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DEFINITIONS

Any defined term in this Technical Report does not supersedes definitions in the Village's Comprehensive Plan or Land Development Regulations for non-mobility fee related purposes.

Amenities and Ancillary Uses means buildings, structures, and lands with a clubhouse, meeting spaces, laundry facilities, guard houses, fields, courts, indoor or outdoor recreation uses, garages, parking structures, barns, sheds, landscape maintenance facilities that do not generate additional person travel demand, are not open to the public, are not a commercial use. These amenities are generally associated with residential developments and overnight lodging. These uses are not assessed a mobility fee unless they are open to the public and charge for use either through cash or electronic payment or through membership or club dues.

Assessment Area means a geographic area of the Village or a specific development pattern where mobility fees are assessed on new development.

Automative Repair Establishment means a building, bays, service bays, stalls, or stations for the routine maintenance of motor vehicles including oil changes, cleaning, or replacing filters, replacing windshield wipers, changing tires, providing for maintenance, service, and repair, and changing and topping off vehicle fluids and falls under the description of ITE Trip Generation Manual Land Use Code Series 800 and 900. Any building square footage associated with motor vehicle service would fall under retail uses and pay the applicable impact fee per the square footage of the building not associated with the quick lube service.

Benefit District means areas a geographic area of the Village where mobility fees paid by new development are expended on mobility projects.

Business Uses means general offices, hospitals, higher education, post-secondary trade schools, and professional activities primarily involving the provision of professional or skilled services, including but not limited to accounting, legal, real estate, insurance, financial, engineering, architecture, accounting, and technology.

Capacity means the maximum sustainable flow rate, at a service standard, at which persons or vehicles reasonably can be expected to traverse a point or a uniform section of a bicycle facility, pedestrian facility, roadway, or shared-use multimodal facility during a given time-period under prevailing conditions. For transit, the capacity is the maximum number of persons reasonably accommodated riding a transit vehicle, along with the frequency and duration of transit service.

Commercial Use Drive-Thru means any drive-thru lane associated with a personal service or retail use. The drive-thru may include an order window or a door, window, or other means of access to drop-off or pick-up up goods, items, services, ordered through a mobile app or online. Common uses include dry cleaners or pharmacies. Increasingly retail uses are including drive-thru lanes to pick up ordered goods. Drive-thru lanes associated with a bank, fast food or quick service restaurant,

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financial institution, or auto wash are assessed additive mobility fees. Retail uses include those under ITE Land Use Codes Series 800 and 900, except those uses included on the mobility fee schedule with defined mobility fee rates.

Community Serving means those uses that are operated by non-profit civic organizations, governmental entities, foundations, or fraternal organizations, including places of assembly. Community serving also includes uses such as YMCA, museum, art studio, gallery, cultural center, community meeting spaces, community theater, library, or a fraternal or masonic lodge or club, or any community and civic based uses that do not sell retail goods or services for profit and that participates in community and public activities. Food, beverages, goods, and services may be offered for ancillary fundraising and sales to support the community serving use.

Convenience Retail means a use that sells convenience goods and products as further defined in the ITE Trip Generation Manual for Land Use Codes 851, 944, 945, and 950. Convenience store uses with motor vehicle charging or fueling shall be assessed an additive impact fee per charging or fueling position. Convenience store uses with third party restaurants shall be assessed mobility fees for the areas for quick service restaurants and based on those applicable rates for the defined areas. Uses with quick service drive-thru lanes shall also be assessed impact fees per drive-thru. Uses with motor vehicle cleaning shall be assessed impact fees for the motor vehicle cleaning units of measure.

Financial Service Drive-Thru Lane or Free-Standing ATM means any bank, financial institution, credit union, with a drive-thru lane used for banking purposes such as deposits, withdrawals, balance inquires, or bill pay. The drive-thru may include either a teller window, pneumatic device for transferring banking information or funds, or an Automated Teller Machine (ATM). An ATM inside or attached to a building that has a use open to the public or end user is not assessed a separate fee as a stand-alone ATM. This use also includes free standing bank drive-thru lanes and freestanding walk-up or drive-thru ATM machines. The fee shall be based upon the total number of drive-thru lanes with a banking window, pneumatic device, or ATM and/or the total number of free-standing ATM's. Free-standing ATM's may be either walk-up or feature drive-thru lanes.

Free-Standing Retail means goods, merchandise, personal services, retail, and sales conducted in free-standing building where any single use under common ownership exceeds 75 percent of the total square footage of the building. Auto parts stores, automobile dealerships, discount stores, superstores, variety stores, and wholesale clubs are typically the types of retail land uses that would feature free-standing retail buildings. These uses fall under the 800 and 900 series of land use codes for the ITE Trip Generation Manual and are not other specified in the mobility fee schedules of uses.

High Impact Retail shall mean grocery stores, supermarkets, package stores, liquor, or alcohol for off-site consumption, where 50% or more of the gross square footage of the use is for the sale of edible or drinkable goods. High Impact Retail uses also include banks, credit unions, sit-down restaurants, and pharmacies. These uses generally generate between 75 and 250 daily trips per 1,000 sq. ft. These uses may offer other goods, products, and services such as on-site consumption of food or beverages, pharmacies, cleaning and household supplies, pharmacies, and other personal

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services. Banks and credit unions, pharmacies, and restaurants located within a multi-tenant retail use would be assessed the multi-tenant retail use mobility fee.

Impact shall mean any new development that results in an increase in person travel demand above the demand generated by the existing use of property, including submerged properties.

Indoor Recreation means facilities that primarily focus on individual or group fitness, exercise, training or provide recreational activities. The uses typically provide exercise, dance or cheerleading classes, weightlifting, yoga, Pilates, cross-fit training, fitness, and gymnastics equipment. Indoor commercial recreation also includes uses such as bowling, pool, darts, arcades, video games, batting cages, trampolines, laser tag, bounce houses, skating, climbing walls, and performance centers. Food, beverages, equipment, and services may be offered for ancillary sales.

Industrial means those activities which are predominantly engaged in building and construction trades, the assembly, distribution, finishing, packaging, processing, production, and/or storage of goods or products, utilities, recycling, waste management and uses that include brewing and distilling that may have taps, sampling or tasting rooms, and include those uses specified in the ITE Trip Generation Manual under Land Use Code Series 000 and 100 excluding governmental uses and commercial storage uses. Industrial uses typically have ancillary office space and may have display or merchandise display areas for various trades and industries that are not open to the general public. Industrial uses are also located in land uses and zoning districts intended for industrial uses.

Industrial Uses means those activities which are predominantly engaged in the assembly, distribution, fabrication, finishing, packaging, processing, production, storage, and/or warehousing of goods and products and which include those uses specified in the ITE Trip Generation Manual under Land Use Code Series 000 and 100 but excluding governmental uses. Industrial Uses also means facilities or acreage in which one or more warehouses, storage units or vaults are rented for the storage of goods and/or acreage or is providing for the storage of boats, RVs, vehicle trailers and other physical items that are larger than what is typically stored within an enclosed structure. The acreage for outdoor storage, excluding drive aisles, buffers, and stormwater management areas, shall be converted to square footage for purposes of calculating the fee. This shall not include an individual's personal property where such items are stored by the owner of the land and not for commercial purposes, subject to allowance by land development and zoning regulations.

Institutional Uses means those public or quasi-public uses that serve one or more community's social, educational, health, cultural, and religious needs and which include those uses specified in the ITE Trip Generation Manual under the Land Use Code Series 500, and includes Land Use Codes 253, 254, 255, and 620. Land Use Codes 540 and 550 are included in office uses and 580 and 590 falls under community serving. Federal, state, and local government institutional uses, except for community development districts, are exempt from payment of mobility fees.

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ITE Trip Generation Manual means and refers to the latest edition of the report entitled "Trip Generation" produced by the Institute of Transportation Engineers (ITE), and any official updates.

Level of Service (LOS) means a quantitative stratification of the level of service provided to a facility, roadway, or service stratified into six letter grade levels, with "A" describing the highest level and "F" describing the lowest level; a discrete stratification of a level of service continuum.

Long Term Care means communities designed for long term care of on-site residents, such as assisted living facilities, congregate care facilities and nursing homes, with common dining and on-site health facilities for residents that is not a general retail or commercial use open to the public. This use includes ITE Trip Generation Manual Land Use Codes 253, 254, 255, and 620.

Medical or Dental Office means a building or buildings that provide medical, dental, or veterinary services and care. Medical office shall also include any clinics, emergency care uses, and any uses specified in the ITE Trip Generation Manual under Land Use Code Series 600, including Land Use Code 720. Land Use Code 620 is included under Long Term Care land uses.

Micromobility means electric powered personal mobility devices such as electric bicycles, electric scooters, hoverboards, One-Wheel, Unicycle, electric skateboards, and other electric assisted personal mobility devices. Low speed vehicles such as golf carts or mopeds are not considered personal micromobility devices.

Microtransit means electric powered low speed vehicles autonomous transit shuttles, golf carts, neighborhood electric vehicles, and transit circulators that seat less than 15 passengers.

Mobile Residence means land uses for the temporary or permanent placement of Mobile Homes RVs, Tiny Homes on Wheels, or Travel Trailers, within predefined lots or spaces that have connections for communications, electric, water, and wastewater. Mobile residential parks may have common amenities and building with recreational uses, laundry, and park offices.

Mobility means the ability to move people and goods from an origin (beginning point) to a destination (end point) by multiple modes of travel in a timely (speed) manner.

Mobility Fee means a monetary exaction imposed on new development to fund mobility projects identified in the most recently adopted mobility plan.

Mobility Fee Expenses means expenditures for: (a) the repayment of principal and interest or any redemption premium for loans, advances, bonds, bond anticipation notes, and any other form of indebtedness then outstanding consistent with statutory allowances and used to advance mobility projects identified in the mobility plan; (b) reasonable administrative and overhead expenses necessary or incidental to expanding and improving mobility projects; (c) crosswalks, elevated crossings, bridges, traffic control and crossing warning devices, landscape, trees, way finding, irrigation, hardscape, streetscape, and lighting related to projects; (d) micromobility devices,

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microtransit vehicles, programs and services, (e) mobility hubs, rail stations with parking structures, transit circulators, facilities, programs, shuttles, services and vehicles; (f) reasonable expenses for engineering studies, stormwater reports, soil borings, tests, surveys, construction plans, and legal and other professional advice or financial analysis relating to projects; (g) the acquisition of right-of-way and easements for the improvements, including the costs incurred in connection with the exercise of eminent domain; (h) the clearance and preparation of any site, including the demolition of structures on the site and relocation of utilities; (i) floodplain compensation, wetland mitigation and stormwater management facilities; (j) all expenses incidental to or connected with the issuance, sale, redemption, retirement, or purchase of bonds, bond anticipation notes, or other forms of indebtedness, including funding of any reserve, redemption, or other fund or account provided for in the ordinance or resolution authorizing such bonds, notes, or other form of indebtedness consistent with statutory allowances and used to advance mobility projects identified in the mobility plan; (k) reasonable costs of planning, design, survey, engineering, and construction, including mobilization, maintenance of traffic during construction and CEI (construction engineering and inspection) services of mobility projects, (l) village administration, implementation updates to the mobility plan and mobility fee, including any analysis, assessments, counts, data collection, plans, programs or studies needed for mobility projects, (m), local match for federal, state and county funded projects.

Mobility Fee Schedule means the land uses for which a mobility fee is to be assessed on new development. The schedule includes the mobility fee rates per unit of measure for each land use.

Mobility Fee Technical Report shall mean the Village of Palm Springs Mobility Fee Technical Report dated July 2025 and prepared by NUE Urban Concepts, LLC that documents the analysis, data and methodology used to develop a mobility fee and is adopted pursuant to an implementing ordinance which authorizes imposition of the mobility fee.

Mobility Plan shall mean the Roadway Plan, Multimodal Plan, and Mobility Programs included in the Village of Palm Springs Mobility Plan dated April 2025 and prepared by DDEC, LLC & NUE Urban Concepts, LLC that identifies mobility projects within and adjacent to the Village to meet future person travel demand from new development and serves as the basis for the Village's mobility fee. Future updates of the Mobility Plan may be referenced as a Mobility Plan with a future year.

Mobility Programs means initiatives identified in the Mobility Plan intended to implement the Mobility Plan. These mobility programs include a variety of plans and studies that the Village will undertake as part of implementation of the mobility plan and expenditure of the mobility fees.

Mobility Project means improvements such as bike lanes, buffered bike lanes, protected bike lanes, cycle tracks, raised bike lanes, intersections, interchanges, roundabouts, boardwalks, pathways, shared-use paths, multi-use paths/trails, sidewalks, traffic calming, elevated crossings, pedestrian bridges, overpasses or underpasses, roads, streets, and streetscape. Mobility projects also include policies, programs and services, wayfinding, micromobility devices, and transit vehicles, circulators, lanes, stops, and facilities, along with mobility hubs and corridor studies. Projects can include new

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or additional travel lanes and turn lanes, upgrade of roads that results in a change in functionally classification of the road, complete and low speed streets, curbless shared streets, new or upgraded traffic signals, traffic synchronization, mobilization, maintenance of traffic, survey, geotechnical and engineering, utilities, construction, PD&E, planning, engineering and inspection, utility relocation, right-of-way, easements, land acquisition, stormwater management facilities. These projects may also be referred to as mobility plan projects or multimodal projects.

Mode means the choice of travel that a person undertakes and can include walking, jogging, running, bicycling, paddling, scooting, flying, driving a vehicle, riding a boat, transit, taxi or using a new mobility technology.

Multimodal means travel outside of travel lanes, beyond the outside edges of pavement or curbs, on sidewalks, pathways, shared-use paths, boardwalks, or trails primarily by walking, jogging, running, rollerblading, or non-motorized bicycling, skating, scootering, or use of a device for mobility impaired persons, and where allowed use of micromobility devices. Multimodal also means travel on designated lanes, shoulders or travel lanes by bicycling, rollerblading, skating, scootering, using a personal electric micromobility device, where allowed by Village ordinance, and riding microtransit.

Multi-Tenant Retail means goods, merchandise, personal service, restaurant, retail, and street level mixed-use provided in a single building, with two (2) or more separate and distinct uses under different corporate ownership where no single use exceeds 75 percent of the total square footage of the building. For street level mixed-use, the first-floor uses would be utilized to determine the 75 percent threshold mix and would feature one or more floors above the street level with non-residential, office, retail, or residential uses. This includes land uses under ITE Land Use Codes Series 800 and 900.

New Development means new residential and non-residential construction, any new land development or site preparation activity, any new construction of buildings or structures, any modification, reconstruction, redevelopment, or upgrade of buildings or structures, any change of use of a building, land, or structure, and any special exception approval, variance, or special use permit that results in an impact to the transportation system.

Non-Residential Additive Uses means a land use with a mobility fee rate based on a unit of measure that generates high levels of impact per unit such as service bays, car wash lanes, fueling positions for motor vehicles, and drive-thru lanes for banks, quick service restaurants, and retail uses. These mobility fees per unit of measure are assessed in addition to mobility fees assessed per land use based on square footage of buildings and structures or the applicable unit of measure for the land use. These non-residential uses fees may be referred to additive fees or additive mobility fees.

Non-Residential Square Feet means the sum of the gross floor area (in square feet) of the area of each floor level under cover, including cellars, basements, mezzanines, penthouses, corridors, lobbies, stores, and offices, that are within the principal outside faces of exterior walls, not including

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architectural setbacks or projections. Included are all areas that have floor surfaces with clear standing head room (six feet six inches, minimum) and are used as part of primary use of the property of their use. If an area within or adjacent to the principal outside faces of the exterior walls is not enclosed, such as outdoor restaurant seating, areas used for storage of goods and materials, or merchandise display, and is determined to be a part of the primary use of property, this gross floor area is considered part of the overall square footage of the building. Areas for parking, circulation, ingress, egress, buffers, conservation, outdoor walkways, landscape, stormwater management, and easements or areas granted for transit stops or multimodal parking are not included in the calculation of square feet.

Office Uses means those businesses which provide professional services to individuals, businesses, or groups and which include those uses in the ITE Trip Generation Manual under Land Use Code Series 600 and 700 and includes Land Use Codes 540, 550, 911 and 912. Land Use Code 620 is included under institutional uses.

Outdoor Recreation per Acre means outdoor recreational activity including land uses with miniature golf, batting cages, bumper boats, go-carts, golf driving ranges, soccer, baseball and softball fields, paintball, skating, cycling or biking that require paid admittance, membership or some other type of fee for use. The use could feature one type of outdoor recreation or a mixture of activities. The mobility fee for buildings and structures for refreshments, bathrooms, changing and retail would be based on the mobility fee rate for Indoor Recreation. The fee shall be based upon the acreage for which the primary function of the acreage is active recreational uses. Areas for circulation, parking, buffers, buildings, structures, and stormwater where the primary function of the acreage is not active recreation are excluded from the total assessable acreage. The use would generally fall under the ITE Land Use Code Series 400.

Outdoor Recreation per Court means outdoor recreational activity including land uses with basketball, pickleball, racquetball, and tennis courts that require paid admittance, membership or some other type of fee for use. The use could feature one type of court or could feature a variety of court types. The mobility fee for buildings and structures for refreshments, bathrooms, changing and retail would be based on the mobility fee rate for Indoor Recreation. The use would generally fall under the ITE Land Use Code Series 400.

Outdoor Recreation per Hole means golf course open to the public or through a membership fee that are not used for the exclusive and permanent use of residents within a master planned or unified development. The mobility fee for buildings and structures for refreshments, bathrooms, changing and retail would be based on the mobility fee rate for Indoor Recreation. The fee shall be based upon the total number of holes on the golf course for use in actively playing golf. The use would generally fall under the ITE Land Use Code 430.

Overnight Lodging means places of accommodations, such as bed and breakfast, inns, motels, hotels and resorts that provide places for sleeping and bathing and may include supporting facilities such as restaurants, cocktail lounges, meeting and banquet rooms or convention facilities, and limited

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recreational facilities (pool, fitness room) intended for primary use by guest(s) and which include those uses specified in the ITE Trip Generation Manual under the Land Use Code Series 300.

Person Miles of Capacity (PMC) means the number of persons "capacity" that can be accommodated, at a determined standard, on a facility while walking, bicycling, riding transit, driving, or using a mobility assisted device over a defined distance.

Person Miles of Travel (PMT) means a unit used to measure person travel made by one person where each mile traveled is counted as one person mile. PMT is calculated by multiplying person trip length by the number of person trips. The increase in future person miles of travel is used to plan mobility project needs that form the basis for a mobility fee.

Person Miles of Travel Factor (PMTf) means the factor utilized to convert vehicle miles of travel to person miles of travel based on the 2022 National Household Travel Survey.

Person Travel Demand (PTD) means travel demand from new development based on trip generation, pass-by trips, vehicle trip lengths, limited access travel, origin and destination factors, vehicle miles of travel, and person miles of travel factors. The resulting mobility fees are roughly proportional to the person travel demand per use and assessment area provided on the mobility fee schedule.

Person Trip (PT) means a trip by one person by one or more modes of travel including, but not limited to, driving a motor vehicle or low speed electric vehicle, riding transit, walking, bicycling or form of person powered, electric powered or gasoline powered device.

Person Trip Length (PTl) means the length, in miles, of a person trip per trip purpose.

Private Education means building or buildings used for pre-school, private school, childcare, or day care where students are educated by a non-governmental entity with grades ranging from pre-kindergarten to 12th grade. Private schools do not include Charter Schools, which are exempt from local government fees per Florida Statute. Childcare and day care shall mean a facility where care for young children is provided, normally during the daytime hours. Day care facilities generally include classrooms, offices, eating areas and playgrounds. Postsecondary education falls under office uses. The mobility fee shall be determined based on the number of allowable students, unless otherwise specified in an agreement between the Village and the educational use. These uses are under ITE Trip Generation Manual under Land Use Code Series 500.

Quick Service Restaurant means a building or structure where an order for food is placed at a service counter, at a drive-thru or walk-up pick-up window, or via a mobile device or an on-line application or portal, or a designated delivery or parking area. These uses may or may not have indoor or outdoor seating and may or may not have a drive thru. These uses include fast casual, fast food, quick service, food, and beverages, communal or ghost kitchens, delivery only services, food trucks,

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or shipping container facilities. Any use with a drive-thru lane or parking areas designated for delivery pick-ups shall be assessed an additive mobility fees per drive-thru lane.

Quick Service Restaurant Drive-Thru means a delivery lane where an order is picked-up by a customer that placed an order at a call box, window, or screen, or via a mobile device or an on-line application or portal. The number of drive-thru lanes shall be based on the total number of lanes, not the number of windows where an order is picked-up. Some drive-thru lanes may be opened longer than the restaurant is open. Food may be obtained from a pick-up window, locker, station, or functional equivalent after the order has been placed. For uses with designated parking areas for delivery pick-up where food is brought to the parking location, every (5) designated spaces shall be considered the equivalent to a drive-thru lane. The mobility fee per drive-thru is assessed in addition to the mobility fee assessed for the building.

Recreation Uses mean those public or quasi-public uses that serve a community's social, cultural, fitness, entertainment, and recreational needs, which include applicable land uses specified in the ITE Trip Generation Manual under Land Use Code Series 400 and 500.

Residential Dwelling means a dwelling unit, including single-family attached, single-family detached, multi-family, student housing, or active adult as a self-contained living space intended for residential occupancy by one or more individuals, including permanent facilities for living, sleeping, eating, cooking, and sanitation.

Residential Square Feet means the sum of the livable area (in square feet) of each dwelling that is fully enclosed (door, window, walls) measured from the exterior surface of the exterior walls and under roof. This square footage includes all common areas and an attached garage for individual dwelling units. This square footage does not include multi-story parking structures or detached garages for condos or multifamily uses. This square footage does not include garages that have not been converted to livable areas.

Residential Sales and Service Uses means residential uses shall include those uses specified in the ITE Trip Generation Manual under the Land Use Code Series 200 for all Land Use Codes between 210 and 252.

Retail means entertainment, personal service, restaurant, and retail uses. This includes land uses under ITE Land Use Codes Series 400, 800, and 900. Retail includes all uses that do not fall under Grocery and Liquor Store, Convenience Store, Sit-Down Restaurant, or Quick Service Restaurant.

Retail Sales and Service Uses means those commercial activities which provide for sale, lease, or rent of goods, products, services, vehicles, or accommodations for use by individuals, businesses, or groups and which include those uses specified in the ITE Trip Generation Manual under Land Use Code Series 800 and 900.

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Streetscape means hardscape elements such as pavers, benches, lighting, trash and recycling receptacles, fountains, seating, shade structure, crosswalks, landscape elements such as canopy and understory trees, shrubs, bushes, grasses and flowers, green infrastructure and architectural structures and projections that provide shade and protection from various weather conditions.

Trip means travel between locations, often times between an origin, such as a home, to a destination, such as a business, but the trip can end and begin at the same location, such as walking a dog in the neighborhood where the home is both the origin and destination.

Transportation System means the right-of-way, easements, roads, streets, alleyways, curb-cuts, traffic control devices, stormwater management facilities, utilities, bridges, and multimodal facilities that allow for circulation, mobility, and parking within the Village and accessibility to land uses, property, and modes of transportation within the Village.

Travel Demand means the mode of transportation mobility that people choose to use, and how those choices result in trips of varying lengths on the transportation system.

Trip Length means the length of a trip per trip purpose.

Trip Purpose means the primary purpose at the destination of a trip such as travel to buy goods, services, or meals, entertainment, recreation, school, work, places of assembly, errands, medical, day care, or work related. Trip purpose may be either home based, meaning the trip originates at a residence, or non-home based, meaning the trip originates at a destination other than a residence.

Use means a use of land for residential or non-residential purposes. For Mobility Fee purposes the terms land use and use are interchangeable. The inclusion of a use on the mobility fee schedule does not mean that land use or use is permitted by the Village's Comprehensive Plan or LDRs.

Vehicle means a car, SUV, truck, van, or motorcycle that is either electric powered, gasoline powered, a hybrid, or some other fuel source that propels the motor vehicle.

Vehicle Cleaning means a building, stalls, stations, or tunnels for the cleaning, detailing, polishing, washing, or waxing of motor vehicles or boats which fall under the description of ITE Trip Generation Manual Land Use Code Series 800 and 900. This use includes full-service, partial service, and self-service uses. The unit of measure shall be the number of bays or stalls for self-service cleaning, and the number of approach lanes for automated, semi-automated, or tunnel washes where payment is rendered or a card, code, or other means is used to access the cleaning service. For uses with automated, semi-automated, or tunnels, finishing stations for detailing, drying, or vacuuming impact fees shall also be assessed at a rate of one (1) station per every five (5) finishing stations. For uses with self-service bays or stalls, which typically feature a greater number of facilities than automated or semi-automated facilities, finishing stations for detailing, drying, or vacuuming. Mobility fees shall also be assessed at a rate of one (1) station per every ten (10) finishing stations.

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Vehicle Charging or Fueling means the total number of vehicles that can be charged or fueled at one time (fueling positions). Increasingly, land uses such as superstores, (i.e., super Wal-Mart), variety stores, (i.e., Dollar General), and wholesale clubs (i.e., Costco) are also offering vehicle charging and fueling with or with/out small convenience stores. Outside of Florida, several grocery store chains are also starting to sell fuel. Free standing vehicle charging stations that charge a fee for use and are not a requirement of the Village as an ancillary use of a development shall be required to pay a mobility fee. The impact fee rate per charging or fueling position would be in addition to any mobility fee per square foot under the applicable retail land use with vehicle charging or fueling. Motor vehicle charging stations that are not a primary use or function of a commercial or retail use and are either required by the Village or provided as an ancillary use are exempt from payment of the mobility fee. The Village shall have the ability to determine if a charging or fueling station is a commercial use.

Vehicle Miles of Travel (VMT) means a unit to measure vehicle travel made by a motor vehicle where each mile traveled is counted as one vehicle mile regardless of the number of persons in the vehicle. VMT is calculated by multiplying the length of a road segment by the total number of vehicles on that road segment.

Vehicle Occupancy (VO) means the total number of persons in a single motor vehicle making a trip.

Vehicle Trip means a single motor vehicle, regardless of the number of persons in the motor vehicle.

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RECOMMENDED NEXT STEPS

The adoption of the Mobility Fee requires additional tasks to administer and implement the Mobility Fee. The following are recommended next steps that the Village should consider:

(1) **Palm Beach County Interlocal Agreement:** HB 479 requires that municipalities and counites enter into an interlocal agreement to address transportation mitigation consistent with the requirements of Florida Statute Section 163.3180. As part of the interlocal, the Village should further evaluate travel to and from the Village and the share of roadway capacity and multimodal projects on County Road to establish baselines for use in the agreement. The interlocal should identify mobility projects, if applicable, where a share mobility fees should be allocated for advancement of mobility projects on County Roads. The Village should also evaluate road impact fee revenues collected by the County from development within the Village over the last 20 years and summarize road and intersection projects constructed by the County during that time period.

(2) **FDOT, Palm Beach County Transportation Planning Agency (TPA) Coordination:** Palm Springs should begin discussions with FDOT and the Palm Beach TPA on integrating the mobility projects into any subsequent updates of the 2050 LRTP. The coordination should also address the incorporation of mobility projects into existing funded and planned projects, and the pursuit of funding for mobility projects through existing or upcoming grant and funding request opportunities.

(3) **Annexation of Unincorporated Property**: The Village should consider strategic pursuit of annexations of unincorporated Palm Beach County adjacent to or forming enclaves within the Village. These areas are using the transportation system within the Village and annexations allows the Village to be better able to coordinate mobility projects and review the impacts from new development.

(4) **Service Charge Study:** Palm Springs should also consider undertaking a service charge study for administering and implementing its mobility fee, along with its other impact fees. Florida Statute limits administrative charges to the cost of administering and implementing mobility fees. The service charge study would provide a factual basis for assessment of a service charge to offset administrative cost. The service charge would also address future updates and application fees for special studies, request for credits or offsets, and special assessments.

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(5) **Administrative Manual:** Palm Springs should consider developing an administrative manual that establishes administrative procedures to administer and implement the mobility plan, mobility fees, and impact fees. The mobility fee and impact fee ordinances address big picture legal and statutory requirements. The Administrative Manual would govern day to day administration and provide the Village with continuity of service.

(6) **Traffic Count Program:** Palm Springs should consider collecting traffic counts on collectors, minor collectors and major local roads through-out the Village. Future County negotiations and the pursuit of funds and grants for safety and mobility will be further enhanced by having existing traffic count data.

(7) **Land Development Regulations:** The Village should evaluate its Land Development Regulations and establish criteria to address site access assessments from new development. The LDRs may also need to be amended depending on the extent of Comprehensive Plan Amendments. The Village should consider establishing street, multimodal, and transit quality of service (QOS) standards as performance measures and for development review. The Village should also consider implementing FDOT's Context Classification and expand on the initial application of FDOT's Context Classification that has already been undertaken as part of the mobility plan **(Figure 12)**.

Figure 12: FDOT's Context Classification



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CONCLUSION

The Village of Palm Springs Mobility Fee is based on the mobility projects identified in the Village of Palm Springs 2045 Mobility Plan. The Mobility Plan sets the framework for moving people, providing mobility choices, and meeting future travel demand throughout the Village. The future travel demand analysis provided in this Technical Report clearly demonstrates there is growth in travel demand projected within the Village. The planned mobility projects over the next 20 years will expand the Village's transportation system to meet projected travel demand.

The Mobility Fee is a streamlined, equitable way for all new development in the Village to mitigate its impact to the transportation system. The **Assessment Area** for the Mobility Fee will be uniform across the Village per type of land use. The Mobility Fee will replace County Road Impact Fee assessed on new development with the Village. The Mobility Fee would be the only transportation mitigation fee assessed on new development within the Village. After adoption of the Mobility Fee, the Village will make best efforts to negotiate an interlocal agreement with Palm Beach County to address transportation mitigation consistent with H.B. 479. Those negotiations will be based on the adopted Village Mobility Plan.

The Village will determine how Mobility Fee revenues are allocated and expended through its annual Capital Improvements Program. Mobility Fee revenues may be expended on projects identified in the 2045 Mobility Plan and the Village's Capital Improvements Program.

The Mobility Plan, based on growth in population and increases in person miles of travel, includes mobility projects that provide the person capacity **"needed"** to meet the travel demands of new development. The new growth evaluation demonstrates that new development is not being assessed more than its **"attributable and assignable"** share of the cost of the Mobility Plan.

The person travel demand for each use included in the Mobility Fee schedule meets the **"rough proportionality test"** established through case law. The establishment of a Mobility Fee Benefit District ensures that Mobility Fees will be expended to provide a mobility **"benefit"** to new development that pays a Mobility Fee. The Mobility Plan and the Mobility Fee meets the **"dual rational nexus test"** and is consistent with the requirements of Florida Statute Sections 163.3180, 163.31801 and Florida Statute Chapter 380.

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Maps

July 2025

Maps

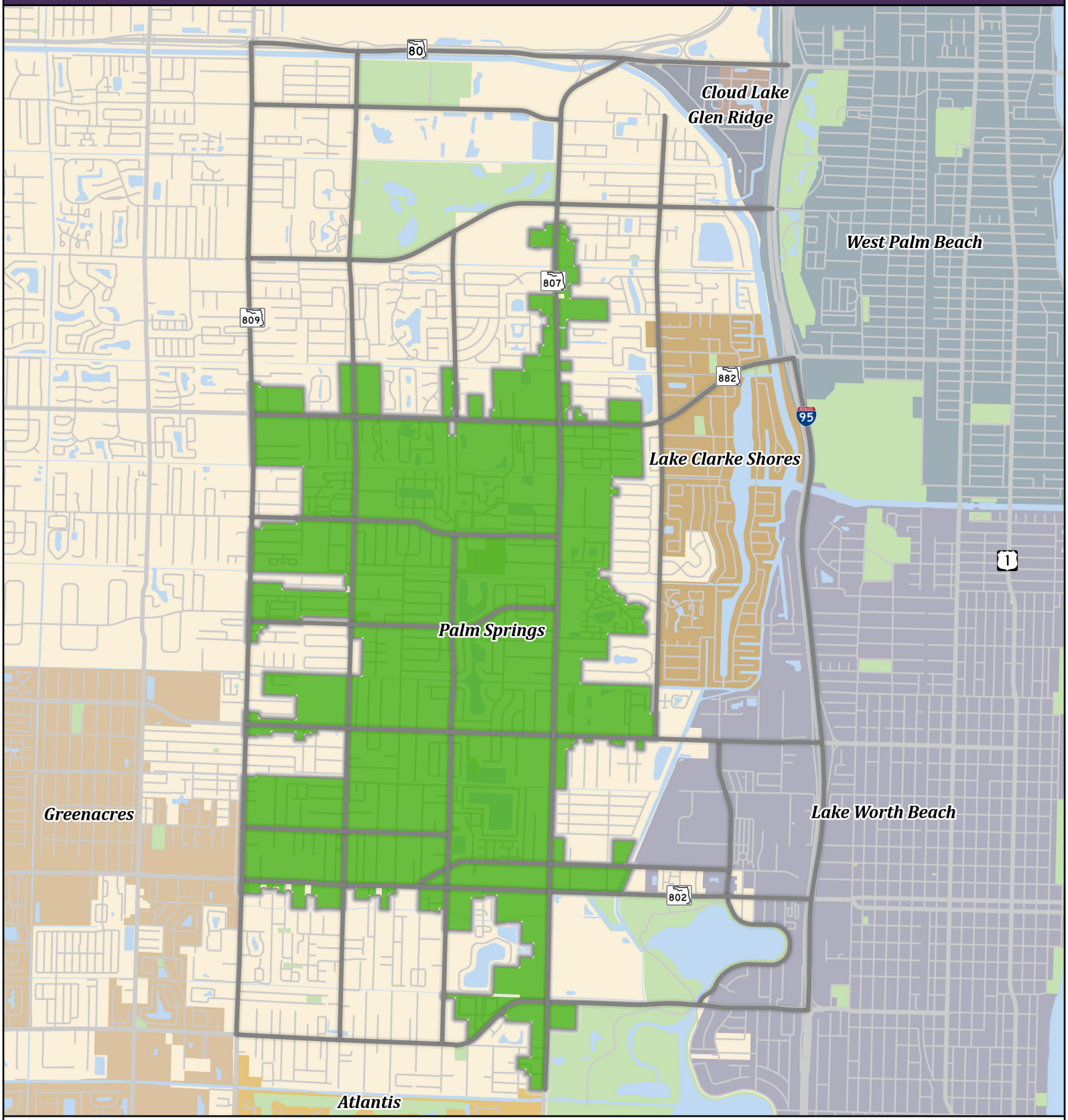
Map A. Mobility Fee Assessment Area
Map B. Mobility Fee Benefit District
Map C. Mobility Study Area
Map D. Roadways Plan
Map E. Multimodal Plan

MAP A

Mobility Fee Assessment Area

VILLAGE OF PALM SPRINGS MOBILITY FEE

Mobility Fee Assessment Area



Mobility Study Network
Assessment Area
Parks and Greenspace
Unincorporated Palm Beach County
Palm Springs City Limts

0 0.25 0.5 1 Miles

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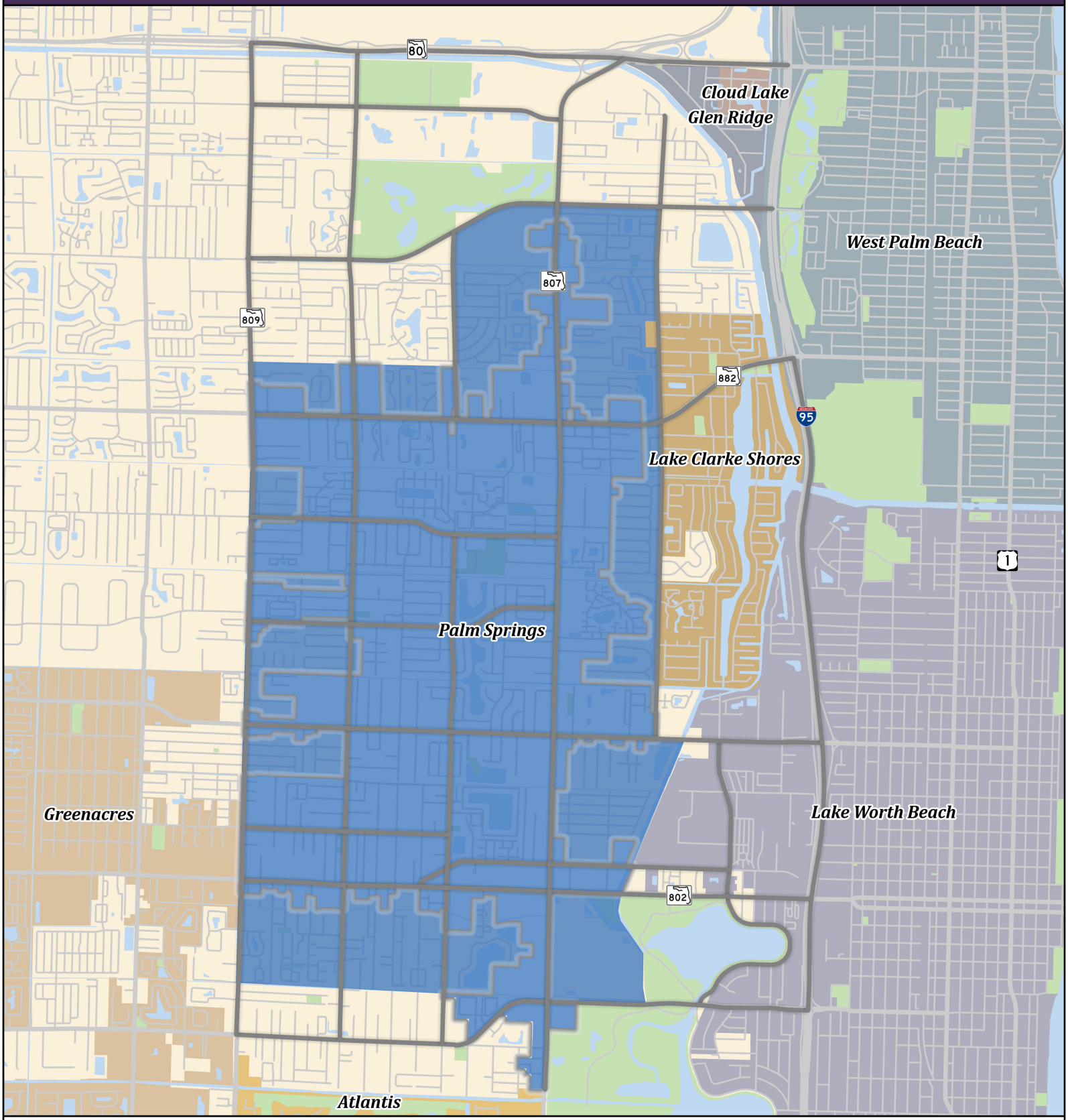
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MAP B

Mobility Fee Benefit District

VILLAGE OF PALM SPRINGS MOBILITY FEE

Mobility Fee Benefit District



Mobility Study Network
Benefit District
Parks and Greenspace
Unincorporated Palm Beach County
Palm Springs City Limts

0 0.25 0.5 1 Miles

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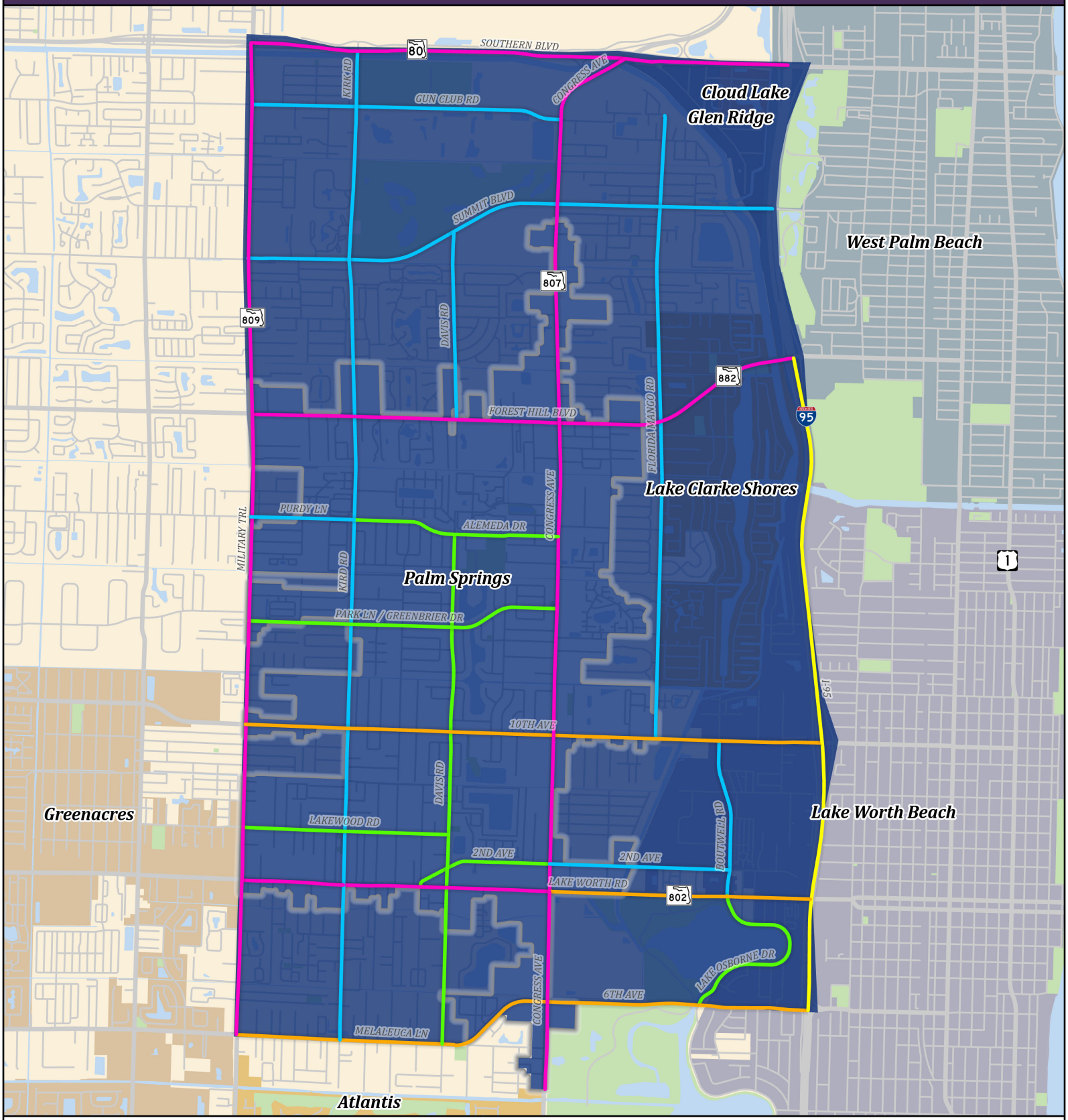
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MAP C

Mobility Study Area

VILLAGE OF PALM SPRINGS MOBILITY FEE

Mobility Study Area & Road Network



- Limited Access
- Principal Arterial
- Minor Arterial
- Major Collector
- Minor Collector
- Mobility Study Area (Including City Limits)
- Parks and Greenspace
- Unincorporated Palm Beach County
- Palm Springs City Limts

0 0.25 0.5 1 Miles

N

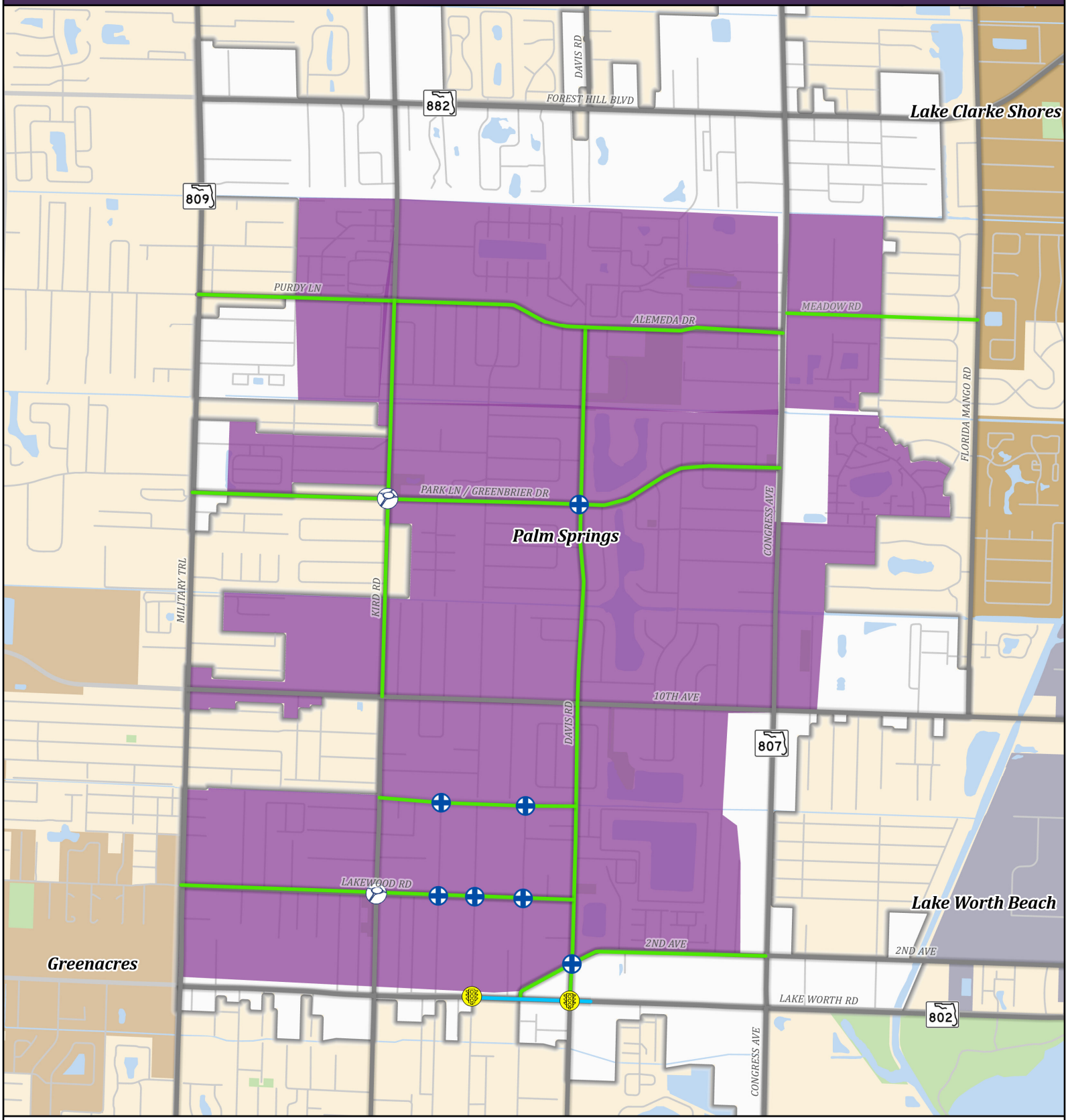
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MAP D

Roadways Plan

VILLAGE OF PALM SPRINGS MOBILITY FEE
Roadway Plan



- Roundabout
- Raised Intersection
- New Signal
- Complete Street Project
- Road Improvement
- Mobility Study Network
- Traffic Calming Area
- Parks and Greenspace
- Unincorporated Palm Beach County
- Palm Springs City Limts

0 0.13 0.25 0.5 Miles

N

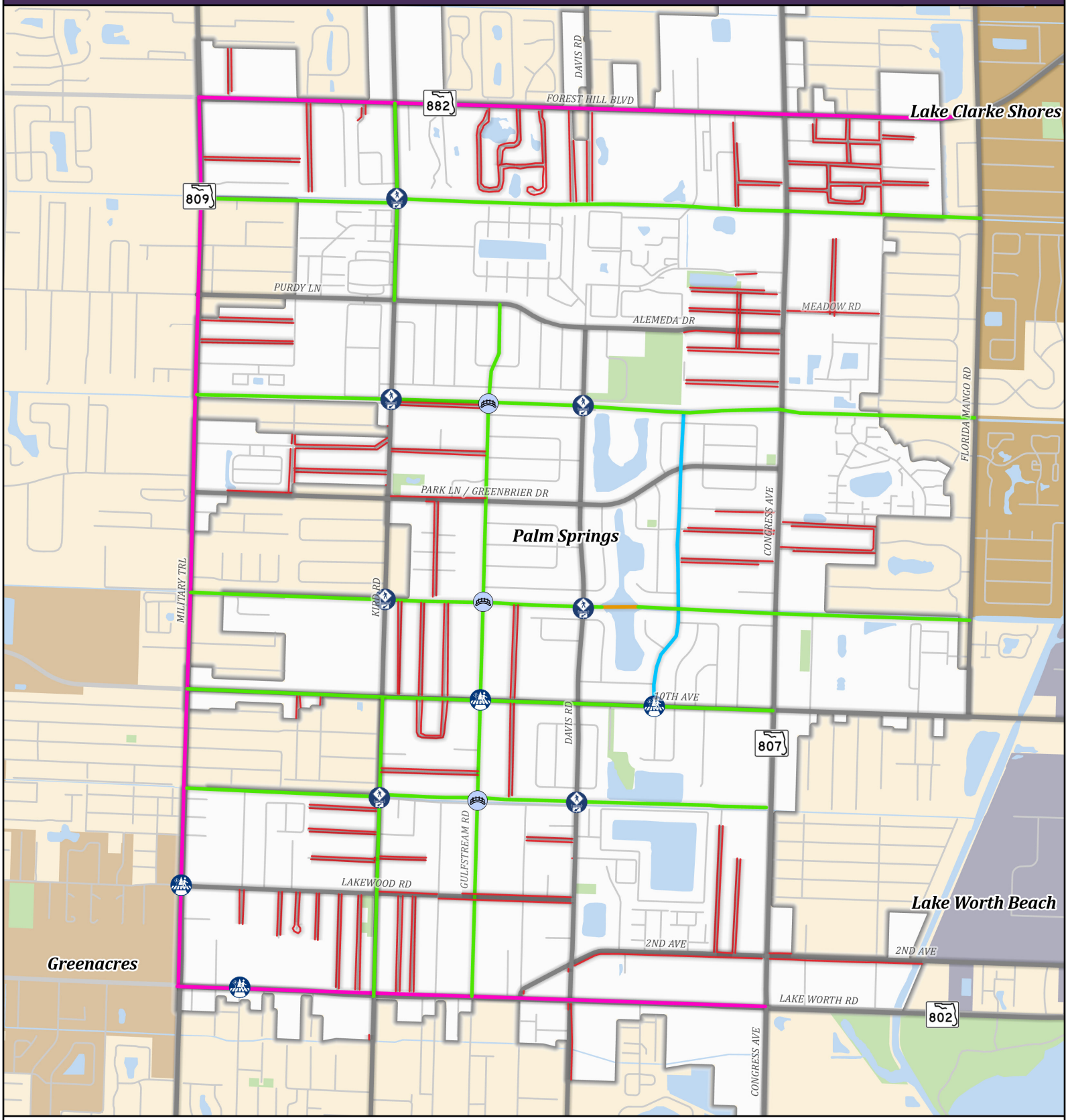
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MAP E

Multimodal Plan

VILLAGE OF PALM SPRINGS MOBILITY FEE
Multimodal Plan



- Rectangular Rapid Flashing Beacon (RRFB)
- Pedestrian Signal
- Pedestrian Bridge
- Bicycle Boulevard
- Boardwalks
- Lane Repurposing
- Multi-Use Trail
- Sidewalk Gaps
- Mobility Study Network
- Parks and Greenspace
- Unincorporated Palm Beach County
- Palm Springs City Limts

0 0.13 0.25 0.5 Miles

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Appendices

July 2025

Appendices

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Appendix D.	**Traffic Characteristics Data**
Appendix E.	**2022 National Household Travel Survey Data**
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APPENDIX A

Florida Commerce
Transportation Planning Guidance

Transportation Planning

Community Planning

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- Areas of Critical State Concern Program
- Accessing Comprehensive Plans and Plan Amendments (Florida Papers)
- ORC Reports and Notices of Intent
- Property Rights Element
- Evaluation and Appraisal Review of the Comprehensive Plan
- General Information About Developments of Regional Impact and Florida Quality Developments
- Developments of Regional Impact Repository
- List of Local Governments Qualifying as Dense Urban Land Areas
- Revitalization of Expired Homeowners Association Declarations and Covenants

Community Planning Staff Directory (Alphabetical)

- Community Planning Review Team Assignments

Community Services

Community Development Block Grants

Community Partnerships

Broadband

Rural Community Programs

Special Districts

Homeowner Assistance

Transportation Element

Section 163.3177(6)(b), Florida Statutes, establishes the requirements for transportation and mobility planning in local government comprehensive plans. Comprehensive plans must focus on providing a multimodal transportation system that emphasizes public transportation systems, where feasible, and encourages economic development through flexible transportation and mobility options for Florida communities. Links to transportation planning related issues and organizations are included below to help provide additional information on transportation mobility planning in Florida.

Multimodal Transportation

A multimodal transportation system recognizes the importance of providing mobility options through a variety of integrated travel modes, such as by bus or rail transit, bicycle, automobile, or foot. A well-designed multimodal transportation network minimizes impacts to the environment and enhances the livability of neighborhoods by increasing transportation options, expanding access, and increasing connectivity between destinations.

A well-designed and efficient transportation network can help create a sustainable development pattern that contributes to the community's prosperity, enhances transportation efficiency by minimizing vehicle trips and contributes to a healthier environment by reducing air pollution and greenhouse gas emissions.

The Transportation Element of a local government's comprehensive plan should contain policies that will create a well-connected multi-modal transportation network; support increased residential densities and commercial intensity; help walking become more practical for short trips; support bicycling for both short- and long-distance trips; improve transit to serve frequented destinations; conserve energy resources; reduce greenhouse gas emissions and air pollution; while maintaining vehicular access and circulation. Key multimodal transportation strategies can include the following:

- Create an interconnecting grid network of streets, connectors, arterials and sidewalks that provide a complete and accessible transportation network;
- Establish land use patterns that support a mixture of residential, commercial and retail uses, and dense populations and urban intensities, so that transit service may be provided more efficiently and economically;
- Increase the viability of pedestrian and bicycle travel;
- Integrate land use and transportation planning to create communities that provide transportation choice; and,
- Accommodate the flow of freight throughout the state so that the economy can continue to grow.

Other multimodal transportation planning efforts, such as transit-oriented developments, defined in section 163.3164(46), Florida Statutes, are being developed and planned by the Cities of Boca Raton, Clearwater, Gainesville, Jacksonville, Miami, Tampa and West Palm Beach, and in Broward, Miami-Dade, Palm Beach and Pinellas Counties and other locations. Below are a several examples of successful multimodal transportation planning efforts in Florida:

- **Alachua County, Department of Growth Management, Transportation Planning** - Alachua County's Mobility Plan includes transit-oriented development and multimodal transportation planning as one of several methods being implemented to provide mobility options.
- **City of Gainesville Comprehensive Planning** - The City of Gainesville comprehensive plan includes six mixed-use categories and eight Special Area Plans based on Traditional Neighborhood Development standards and an established Urban Infill and Redevelopment Area.

Complete Streets

Complete Streets is a transportation strategy to develop an integrated, connected networks of streets that are safe and accessible for all users, including pedestrians, bicyclists, motorists, and transit riders of all ages and abilities. According to Smart Growth America and the National Complete Streets Coalition, *Complete Streets* make active transportation such as walking and bicycling convenient, provide increased access to employment centers, commerce, and educational institutions, and allow greater choice in travel.

In Florida, complete streets are *context-sensitive*. For example, a street considered complete for use within a dense urban area would look and function very differently from one located in a rural area, and a complete suburban street would look and function differently from both the urban and rural complete streets. One way to think about what elements are necessary to create a complete street is to determine its context within the community and based upon that context, match the design and operation of that street with the direction and guidance provided in the local government's comprehensive plan.

As an example, some communities use an Urban-Rural Transect (or simply *Transect*) to assign portions of their community into approximately five or six "context zones" based on the degree of development intensity desired and geographic location, ranging from very low intensity rural context zones to more intense urban context zones. For each context zone, the community establishes a context in terms of appropriate public facility design, urban design, general spatial form, and appropriate street types.

This approach allows the local government to determine, in its comprehensive plan or other public planning document, which portions of the community fit within which context zone, and to provide guidance within the comprehensive plan as to what mobility functions (such as walking, biking, transit use) are most important in that context zone, and what design features and operational characteristics are appropriate for streets in that location.

Several examples of communities have initiated complete streets planning in Florida. Here are a few excellent examples:

- Model Design Manual for Living Streets - Los Angeles County, 2011
- Deerfield Beach Complete Street Guidelines
- Ft. Lauderdale Complete Streets

Transportation Concurrency

In accordance with the Community Planning Act, local governments may establish a system that assesses landowners the costs of maintaining specified levels of service for components of the local government's transportation system when the projected impacts of their development would adversely impact the system. This system, known as a concurrency management system, must be based on the local government's comprehensive plan. Specifically, the local government comprehensive plan must provide the principles, guidelines, standards, and strategies, including adopted levels of service, to guide the application of its transportation concurrency management system.

Prior to June 2, 2011, transportation concurrency was mandatory for local governments. Now that transportation concurrency is optional, if a local government chooses, it may eliminate the transportation concurrency provisions from its comprehensive plan and is encouraged to adopt a mobility fee based plan in its place (see below). Adoption of a mobility fee based plan must be accomplished by a plan amendment that follows the Expedited State Review Process. A plan amendment to eliminate transportation concurrency is not subject to state review.

It is important to point out that whether or not a local government chooses to use a transportation concurrency system, it is required to retain level of service standards for its roadways for purposes of capital improvement planning. The standards must be appropriate and based on professionally accepted studies, and the capital improvements that are necessary to meet the adopted levels of service standards must be included in the five-year schedule of capital improvements. Additionally, all local governments, whether implementing transportation concurrency or not, must adhere to the transportation planning requirements of section 163.3177(6)(b), Florida Statutes.

Mobility Fee Based Plans

If a local government elects to repeal transportation concurrency, it is encouraged to adopt an alternative mobility funding system that uses one or more of the tools and techniques identified in section 163.3180(5)(f), Florida Statutes:

- Adoption of long-term strategies to facilitate development patterns that support multimodal solutions, including urban design, appropriate land use mixes, intensity and density.
- Adoption of an area wide level of service not dependent on any single road segment function.
- Exempting or discounting impacts of locally desired development.
- Assigning secondary priority to vehicle mobility and primary priority to ensuring a safe, comfortable, and attractive pedestrian environment with convenient interconnection to transit.
- Establishing multimodal level of service standards that rely primarily on non-vehicular modes of transportation where existing or planned community design will provide adequate a level of mobility.
- Reducing impact fees or local access fees to promote development within urban areas, multimodal transportation districts, and a balance of mixed-use development in certain areas or districts, or for affordable or workforce housing.

Requirements for Transportation Concurrency

If a local government elects to use transportation concurrency, it must adhere to the following concurrency requirements in section 163.3180(5), Florida Statutes:

- Include principles, guidelines, standards, and strategies, including adopted levels of service, to guide the application of concurrency to transportation.
- Use professionally accepted studies to evaluate the appropriate levels of service.
- Adopt appropriate amendments to the capital improvements element of the comprehensive plan consistent with the requirements of section 163.3177(3), Florida Statutes.
- Allow for proportionate share contributions to mitigate transportation impacts for all developments, including developments of regional impact (DRIs), consistent with section 163.3180(5)(h), Florida Statutes.
- Consult with the Florida Department of Transportation when proposed amendments affect the Strategic Intermodal System.
- Exempt public transit facilities from concurrency.

In addition, local governments are encouraged to develop tools and techniques to complement the application of transportation concurrency consistent with section 163.3180(5)(f), Florida Statutes, and to coordinate with adjacent local governments for the purpose of using common methodologies for measuring impacts to transportation facilities.

Links

- Florida Department of Transportation - Florida Transportation Plan
- Model Regulations and Plan Amendments for Multimodal Transportation Districts
- Florida Metropolitan Planning Organizations
- Florida Department of Transportation - Forecasting and Trends Office
- Florida Scenic Highways
- Transportation Site Impact Handbook
- Florida Transit-Oriented Development
- A / Framework for Transit Oriented Development in Florida, published March 2011
- Florida Department of Transportation - Pedestrian and Bicycle Design
- Florida Department of Transportation, Public Transit Office
- Florida Safe Mobility for Life Coalition
- Florida Safe Mobility for Life Coalition's Aging in Place Checklist
- The Florida Greenbook
- Pasco County Mobility Fees

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https://www.floridajobs.org/community-planning-and-development/programs/community-planning-table-of-contents/transportation-planning

APPENDIX B

Laws of Florida HB 479
(Chapter 2024 – 266)

CHAPTER 2024-266

Committee Substitute for House Bill No. 479

An act relating to alternative mobility funding systems and impact fees; amending s. 163.3164, F.S.; providing definitions; amending s. 163.3180, F.S.; revising requirements relating to agreements to pay for or construct certain improvements; authorizing certain local governments to adopt an alternative transportation system that is mobility-plan and fee-based in certain circumstances; prohibiting an alternative transportation system from imposing responsibility for funding an existing transportation deficiency upon new development; requiring counties and municipalities to create and execute interlocal agreements if a developer is charged a fee for transportation impacts for a new development or redevelopment; providing requirements for such agreements; providing requirements for when such interlocal agreements are not executed by a specified date; authorizing a local government that issues the building permit to collect a fee for transportation impacts under certain circumstances unless otherwise agreed; amending s. 163.31801, F.S.; revising requirements for the calculation of impact fees by certain local governments and special districts; requiring local governments transitioning to alternative transportation systems to provide holders of impact fee credits with full benefit of intensity and density of prepaid credit balances as of a specified date in certain circumstances; amending s. 212.055, F.S.; conforming a cross-reference; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsections (32) through (52) of section 163.3164, Florida Statutes, are renumbered as subsections (34) through (54), respectively, and new subsections (32) and (33) are added to that section, to read:

163.3164 Community Planning Act; definitions.—As used in this act:

(32) "Mobility fee" means a local government fee schedule established by ordinance and based on the projects included in the local government's adopted mobility plan.

(33) "Mobility plan" means an alternative transportation system mobility study developed by using a plan-based methodology and adopted into a local government comprehensive plan that promotes a compact, mixed use, and interconnected development served by a multimodal transportation system in an area that is urban in character, or designated to be urban in character, as defined in s. 171.031.

Section 2. Paragraphs (h) and (i) of subsection (5) of section 163.3180, Florida Statutes, are amended, and paragraph (j) is added to that subsection, to read:

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163.3180 Concurrency.—

(5)

(h)1. Local governments that continue to implement a transportation concurrency system, whether in the form adopted into the comprehensive plan before the effective date of the Community Planning Act, chapter 2011-139, Laws of Florida, or as subsequently modified, must:

a. Consult with the Department of Transportation when proposed plan amendments affect facilities on the strategic intermodal system.

b. Exempt public transit facilities from concurrency. For the purposes of this sub-subparagraph, public transit facilities include transit stations and terminals; transit station parking; park-and-ride lots; intermodal public transit connection or transfer facilities; fixed bus, guideway, and rail stations; and airport passenger terminals and concourses, air cargo facilities, and hangars for the assembly, manufacture, maintenance, or storage of aircraft. As used in this sub-subparagraph, the terms "terminals" and "transit facilities" do not include seaports or commercial or residential development constructed in conjunction with a public transit facility.

c. Allow an applicant for a development-of-regional-impact development order, development agreement, rezoning, or other land use development permit to satisfy the transportation concurrency requirements of the local comprehensive plan, the local government's concurrency management system, and s. 380.06, when applicable, if:

(I) The applicant in good faith offers to enter into a binding agreement to pay for or construct its proportionate share of required improvements in a manner consistent with this subsection. The agreement must provide that after an applicant makes its contribution or constructs its proportionate share pursuant to this sub-sub-subparagraph, the project shall be considered to have mitigated its transportation impacts and be allowed to proceed if the applicant has satisfied all other local government development requirements for the project.

(II) The proportionate-share contribution or construction is sufficient to accomplish one or more mobility improvements that will benefit a regionally significant transportation facility. A local government may accept contributions from multiple applicants for a planned improvement if it maintains contributions in a separate account designated for that purpose. A local government may not prevent a single applicant from proceeding after the applicant has satisfied its proportionate-share requirement if the applicant has satisfied all other local government development requirements for the project.

d. Provide the basis upon which the landowners will be assessed a proportionate share of the cost addressing the transportation impacts resulting from a proposed development.

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2. An applicant shall not be held responsible for the additional cost of reducing or eliminating deficiencies. When an applicant contributes or constructs its proportionate share pursuant to this paragraph, a local government may not require payment or construction of transportation facilities whose costs would be greater than a development's proportionate share of the improvements necessary to mitigate the development's impacts.

a. The proportionate-share contribution shall be calculated based upon the number of trips from the proposed development expected to reach roadways during the peak hour from the stage or phase being approved, divided by the change in the peak hour maximum service volume of roadways resulting from construction of an improvement necessary to maintain or achieve the adopted level of service, multiplied by the construction cost, at the time of development payment, of the improvement necessary to maintain or achieve the adopted level of service.

b. In using the proportionate-share formula provided in this subparagraph, the applicant, in its traffic analysis, shall identify those roads or facilities that have a transportation deficiency in accordance with the transportation deficiency as defined in subparagraph 4. The proportionate-share formula provided in this subparagraph shall be applied only to those facilities that are determined to be significantly impacted by the project traffic under review. If any road is determined to be transportation deficient without the project traffic under review, the costs of correcting that deficiency shall be removed from the project's proportionate-share calculation and the necessary transportation improvements to correct that deficiency shall be considered to be in place for purposes of the proportionate-share calculation. The improvement necessary to correct the transportation deficiency is the funding responsibility of the entity that has maintenance responsibility for the facility. The development's proportionate share shall be calculated only for the needed transportation improvements that are greater than the identified deficiency.

c. When the provisions of subparagraph 1. and this subparagraph have been satisfied for a particular stage or phase of development, all transportation impacts from that stage or phase for which mitigation was required and provided shall be deemed fully mitigated in any transportation analysis for a subsequent stage or phase of development. Trips from a previous stage or phase that did not result in impacts for which mitigation was required or provided may be cumulatively analyzed with trips from a subsequent stage or phase to determine whether an impact requires mitigation for the subsequent stage or phase.

d. In projecting the number of trips to be generated by the development under review, any trips assigned to a toll-financed facility shall be eliminated from the analysis.

e. The applicant shall receive a credit on a dollar-for-dollar basis for impact fees, mobility fees, and other transportation concurrency mitigation requirements paid or payable in the future for the project. The credit shall be

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reduced up to 20 percent by the percentage share that the project's traffic represents of the added capacity of the selected improvement, or by the amount specified by local ordinance, whichever yields the greater credit.

3. This subsection does not require a local government to approve a development that, for reasons other than transportation impacts, is not qualified for approval pursuant to the applicable local comprehensive plan and land development regulations.

4. As used in this subsection, the term "transportation deficiency" means a facility or facilities on which the adopted level-of-service standard is exceeded by the existing, committed, and vested trips, plus additional projected background trips from any source other than the development project under review, and trips that are forecast by established traffic standards, including traffic modeling, consistent with the University of Florida's Bureau of Economic and Business Research medium population projections. Additional projected background trips are to be coincident with the particular stage or phase of development under review.

(i) If a local government elects to repeal transportation concurrency, the local government may ~~it is encouraged to~~ adopt an alternative transportation system that is mobility-plan and fee-based or an alternative transportation system that is not mobility-plan and fee-based. The local government ~~mobility funding system that uses one or more of the tools and techniques identified in paragraph (f). Any alternative mobility funding system adopted~~ may not use an alternative transportation system ~~be used~~ to deny, time, or phase an application for site plan approval, plat approval, final subdivision approval, building permits, or the functional equivalent of such approvals provided that the developer agrees to pay for the development's identified transportation impacts via the funding mechanism implemented by the local government. The revenue from the funding mechanism used in the alternative transportation system must be used to implement the needs of the local government's plan which serves as the basis for the fee imposed. An alternative transportation ~~A mobility fee-based funding~~ system must comply with s. 163.31801 governing impact fees. An alternative transportation system may not impose ~~that is not mobility fee-based shall not be applied in a manner that imposes~~ upon new development any responsibility for funding an existing transportation deficiency as defined in paragraph (h).

(j)1. If a county and municipality charge the developer of a new development or redevelopment a fee for transportation capacity impacts, the county and municipality must create and execute an interlocal agreement to coordinate the mitigation of their respective transportation capacity impacts.

2. The interlocal agreement must, at a minimum:

a. Ensure that any new development or redevelopment is not charged twice for the same transportation capacity impacts.

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b. Establish a plan-based methodology for determining the legally permissible fee to be charged to a new development or redevelopment.

c. Require the county or municipality issuing the building permit to collect the fee, unless agreed to otherwise.

d. Provide a method for the proportionate distribution of the revenue collected by the county or municipality to address the transportation capacity impacts of a new development or redevelopment, or provide a method of assigning responsibility for the mitigation of the transportation capacity impacts belonging to the county and the municipality.

3. By October 1, 2025, if an interlocal agreement is not executed pursuant to this paragraph:

a. The fee charged to a new development or redevelopment shall be based on the transportation capacity impacts apportioned to the county and municipality as identified in the developer's traffic impact study or the mobility plan adopted by the county or municipality.

b. The developer shall receive a 10 percent reduction in the total fee calculated pursuant to sub-subparagraph a.

c. The county or municipality issuing the building permit must collect the fee charged pursuant to sub-subparagraphs a. and b. and distribute the proceeds of such fee to the county and municipality within 60 days after the developer's payment.

4. This paragraph does not apply to:

a. A county as defined in s. 125.011(1).

b. A county or municipality that has entered into, or otherwise updated, an existing interlocal agreement, as of October 1, 2024, to coordinate the mitigation of transportation impacts. However, if such existing interlocal agreement is terminated, the affected county and municipality that have entered into the agreement shall be subject to the requirements of this paragraph unless the county and municipality mutually agree to extend the existing interlocal agreement before the expiration of the agreement.

Section 3. Paragraph (a) of subsection (4), paragraph (a) of subsection (5), and subsection (7) of section 163.31801, Florida Statutes, are amended to read:

163.31801 Impact fees; short title; intent; minimum requirements; audits; challenges.—

(4) At a minimum, each local government that adopts and collects an impact fee by ordinance and each special district that adopts, collects, and administers an impact fee by resolution must:

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(a) Ensure that the calculation of the impact fee is based on a study using the most recent and localized data available within 4 years of the current impact fee update. The new study must be adopted by the local government within 12 months of the initiation of the new impact fee study if the local government increases the impact fee.

(5)(a) Notwithstanding any charter provision, comprehensive plan policy, ordinance, development order, development permit, or resolution, the local government or special district that requires any improvement or contribution must credit against the collection of the impact fee any contribution, whether identified in a development order, proportionate share agreement, or any ~~other~~ form of exaction, related to public facilities or infrastructure, including monetary contributions, land dedication, site planning and design, or construction. Any contribution must be applied on a dollar-for-dollar basis at fair market value to reduce any impact fee collected for the general category or class of public facilities or infrastructure for which the contribution was made.

(7) If an impact fee is increased, the holder of any impact fee credits, whether such credits are granted under s. 163.3180, s. 380.06, or otherwise, which were in existence before the increase, is entitled to the full benefit of the intensity or density prepaid by the credit balance as of the date it was first established. If a local government adopts an alternative transportation system pursuant to s. 163.3180(5)(i), the holder of any transportation or road impact fee credits granted under s. 163.3180 or s. 380.06 or otherwise that were in existence before the adoption of the alternative transportation system is entitled to the full benefit of the intensity and density prepaid by the credit balance as of the date the alternative transportation system was first established.

Section 4. Paragraph (d) of subsection (2) of section 212.055, Florida Statutes, is amended to read:

212.055 Discretionary sales surtaxes; legislative intent; authorization and use of proceeds.—It is the legislative intent that any authorization for imposition of a discretionary sales surtax shall be published in the Florida Statutes as a subsection of this section, irrespective of the duration of the levy. Each enactment shall specify the types of counties authorized to levy; the rate or rates which may be imposed; the maximum length of time the surtax may be imposed, if any; the procedure which must be followed to secure voter approval, if required; the purpose for which the proceeds may be expended; and such other requirements as the Legislature may provide. Taxable transactions and administrative procedures shall be as provided in s. 212.054.

(2) LOCAL GOVERNMENT INFRASTRUCTURE SURTAX.—

(d) The proceeds of the surtax authorized by this subsection and any accrued interest shall be expended by the school district, within the county and municipalities within the county, or, in the case of a negotiated joint

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county agreement, within another county, to finance, plan, and construct infrastructure; to acquire any interest in land for public recreation, conservation, or protection of natural resources or to prevent or satisfy private property rights claims resulting from limitations imposed by the designation of an area of critical state concern; to provide loans, grants, or rebates to residential or commercial property owners who make energy efficiency improvements to their residential or commercial property, if a local government ordinance authorizing such use is approved by referendum; or to finance the closure of county-owned or municipally owned solid waste landfills that have been closed or are required to be closed by order of the Department of Environmental Protection. Any use of the proceeds or interest for purposes of landfill closure before July 1, 1993, is ratified. The proceeds and any interest may not be used for the operational expenses of infrastructure, except that a county that has a population of fewer than 75,000 and that is required to close a landfill may use the proceeds or interest for long-term maintenance costs associated with landfill closure. Counties, as defined in s. 125.011, and charter counties may, in addition, use the proceeds or interest to retire or service indebtedness incurred for bonds issued before July 1, 1987, for infrastructure purposes, and for bonds subsequently issued to refund such bonds. Any use of the proceeds or interest for purposes of retiring or servicing indebtedness incurred for refunding bonds before July 1, 1999, is ratified.

1. For the purposes of this paragraph, the term "infrastructure" means:

a. Any fixed capital expenditure or fixed capital outlay associated with the construction, reconstruction, or improvement of public facilities that have a life expectancy of 5 or more years, any related land acquisition, land improvement, design, and engineering costs, and all other professional and related costs required to bring the public facilities into service. For purposes of this sub-subparagraph, the term "public facilities" means facilities as defined in s. 163.3164(41) ~~s. 163.3164(39)~~, s. 163.3221(13), or s. 189.012(5), and includes facilities that are necessary to carry out governmental purposes, including, but not limited to, fire stations, general governmental office buildings, and animal shelters, regardless of whether the facilities are owned by the local taxing authority or another governmental entity.

b. A fire department vehicle, an emergency medical service vehicle, a sheriff's office vehicle, a police department vehicle, or any other vehicle, and the equipment necessary to outfit the vehicle for its official use or equipment that has a life expectancy of at least 5 years.

c. Any expenditure for the construction, lease, or maintenance of, or provision of utilities or security for, facilities, as defined in s. 29.008.

d. Any fixed capital expenditure or fixed capital outlay associated with the improvement of private facilities that have a life expectancy of 5 or more years and that the owner agrees to make available for use on a temporary basis as needed by a local government as a public emergency shelter or a staging area for emergency response equipment during an emergency

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officially declared by the state or by the local government under s. 252.38. Such improvements are limited to those necessary to comply with current standards for public emergency evacuation shelters. The owner must enter into a written contract with the local government providing the improvement funding to make the private facility available to the public for purposes of emergency shelter at no cost to the local government for a minimum of 10 years after completion of the improvement, with the provision that the obligation will transfer to any subsequent owner until the end of the minimum period.

e. Any land acquisition expenditure for a residential housing project in which at least 30 percent of the units are affordable to individuals or families whose total annual household income does not exceed 120 percent of the area median income adjusted for household size, if the land is owned by a local government or by a special district that enters into a written agreement with the local government to provide such housing. The local government or special district may enter into a ground lease with a public or private person or entity for nominal or other consideration for the construction of the residential housing project on land acquired pursuant to this sub-subparagraph.

f. Instructional technology used solely in a school district's classrooms. As used in this sub-subparagraph, the term "instructional technology" means an interactive device that assists a teacher in instructing a class or a group of students and includes the necessary hardware and software to operate the interactive device. The term also includes support systems in which an interactive device may mount and is not required to be affixed to the facilities.

2. For the purposes of this paragraph, the term "energy efficiency improvement" means any energy conservation and efficiency improvement that reduces consumption through conservation or a more efficient use of electricity, natural gas, propane, or other forms of energy on the property, including, but not limited to, air sealing; installation of insulation; installation of energy-efficient heating, cooling, or ventilation systems; installation of solar panels; building modifications to increase the use of daylight or shade; replacement of windows; installation of energy controls or energy recovery systems; installation of electric vehicle charging equipment; installation of systems for natural gas fuel as defined in s. 206.9951; and installation of efficient lighting equipment.

3. Notwithstanding any other provision of this subsection, a local government infrastructure surtax imposed or extended after July 1, 1998, may allocate up to 15 percent of the surtax proceeds for deposit into a trust fund within the county's accounts created for the purpose of funding economic development projects having a general public purpose of improving local economies, including the funding of operational costs and incentives related to economic development. The ballot statement must indicate the intention to make an allocation under the authority of this subparagraph.

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Section 5. This act shall take effect October 1, 2024.

Approved by the Governor June 25, 2024.

Filed in Office Secretary of State June 25, 2024.

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APPENDIX C

Impact Fee Act
(Florida Statute Section 163.31801)

Title XI COUNTY ORGANIZATION AND INTERGOVERNMENTAL RELATIONS

Chapter 163 INTERGOVERNMENTAL PROGRAMS

SECTION 31801 Impact fees; short title; intent; minimum requirements; audits; challenges.

163.31801 Impact fees; short title; intent; minimum requirements; audits; challenges.—

(1) This section may be cited as the “Florida Impact Fee Act.”

(2) The Legislature finds that impact fees are an important source of revenue for a local government to use in funding the infrastructure necessitated by new growth. The Legislature further finds that impact fees are an outgrowth of the home rule power of a local government to provide certain services within its jurisdiction. Due to the growth of impact fee collections and local governments’ reliance on impact fees, it is the intent of the Legislature to ensure that, when a county or municipality adopts an impact fee by ordinance or a special district adopts an impact fee by resolution, the governing authority complies with this section.

(3) For purposes of this section, the term:

(a) “Infrastructure” means a fixed capital expenditure or fixed capital outlay, excluding the cost of repairs or maintenance, associated with the construction, reconstruction, or improvement of public facilities that have a life expectancy of at least 5 years; related land acquisition, land improvement, design, engineering, and permitting costs; and other related construction costs required to bring the public facility into service. The term also includes a fire department vehicle, an emergency medical service vehicle, a sheriff’s office vehicle, a police department vehicle, a school bus as defined in s. 1006.25, and the equipment necessary to outfit the vehicle or bus for its official use. For independent special fire control districts, the term includes new facilities as defined in s. 191.009(4).

(b) “Public facilities” has the same meaning as in s. 163.3164 and includes emergency medical, fire, and law enforcement facilities.

(4) At a minimum, each local government that adopts and collects an impact fee by ordinance and each special district that adopts, collects, and administers an impact fee by resolution must:

(a) Ensure that the calculation of the impact fee is based on a study using the most recent and localized data available within 4 years of the current impact fee update. The new study must be adopted by the local government within 12 months of the initiation of the new impact fee study if the local government increases the impact fee.

(b) Provide for accounting and reporting of impact fee collections and expenditures and account for the revenues and expenditures of such impact fee in a separate accounting fund.

(c) Limit administrative charges for the collection of impact fees to actual costs.

(d) Provide notice at least 90 days before the effective date of an ordinance or resolution imposing a new or increased impact fee. A local government is not required to wait 90 days to decrease, suspend, or eliminate an impact fee. Unless the result is to reduce the total mitigation costs or impact fees imposed on an applicant, new or increased impact fees may not apply to current or pending permit applications submitted before the effective date of a new or increased impact fee.

(e) Ensure that collection of the impact fee may not be required to occur earlier than the date of issuance of the building permit for the property that is subject to the fee.

(f) Ensure that the impact fee is proportional and reasonably connected to, or has a rational nexus with, the need for additional capital facilities and the increased impact generated by the new residential or commercial construction.

(g) Ensure that the impact fee is proportional and reasonably connected to, or has a rational nexus with, the expenditures of the funds collected and the benefits accruing to the new residential or nonresidential construction.

(h) Specifically earmark funds collected under the impact fee for use in acquiring, constructing, or improving capital facilities to benefit new users.

(i) Ensure that revenues generated by the impact fee are not used, in whole or in part, to pay existing debt or for previously approved projects unless the expenditure is reasonably connected to, or has a rational nexus with, the increased impact generated by the new residential or nonresidential construction.

(5)(a) Notwithstanding any charter provision, comprehensive plan policy, ordinance, development order, development permit, or resolution, the local government or special district that requires any improvement or contribution must credit against the collection of the impact fee any contribution, whether identified in a development order, proportionate share agreement, or any form of exaction related to public facilities or infrastructure, including monetary contributions, land dedication, site planning and design, or construction. Any contribution must be applied on a dollar-for-dollar basis at fair market value to reduce any impact fee collected for the general category or class of public facilities or infrastructure for which the contribution was made.

(b) If a local government or special district does not charge and collect an impact fee for the general category or class of public facilities or infrastructure contributed, a credit may not be applied under paragraph (a).

(6) A local government, school district, or special district may increase an impact fee only as provided in this subsection.

(a) An impact fee may be increased only pursuant to a plan for the imposition, collection, and use of the increased impact fees which complies with this section.

(b) An increase to a current impact fee rate of not more than 25 percent of the current rate must be implemented in two equal annual increments beginning with the date on which the increased fee is adopted.

(c) An increase to a current impact fee rate which exceeds 25 percent but is not more than 50 percent of the current rate must be implemented in four equal installments beginning with the date the increased fee is adopted.

(d) An impact fee increase may not exceed 50 percent of the current impact fee rate.

(e) An impact fee may not be increased more than once every 4 years.

(f) An impact fee may not be increased retroactively for a previous or current fiscal or calendar year.

(g) A local government, school district, or special district may increase an impact fee rate beyond the phase-in limitations established under paragraph (b), paragraph (c), paragraph (d), or paragraph (e) by establishing the need for such increase in full compliance with the requirements of subsection (4), provided the following criteria are met:

1. A demonstrated-need study justifying any increase in excess of those authorized in paragraph (b), paragraph (c), paragraph (d), or paragraph (e) has been completed within the 12 months before the adoption of the impact fee increase and expressly demonstrates the extraordinary circumstances necessitating the need to exceed the phase-in limitations.

2. The local government jurisdiction has held not less than two publicly noticed workshops dedicated to the extraordinary circumstances necessitating the need to exceed the phase-in limitations set forth in paragraph (b), paragraph (c), paragraph (d), or paragraph (e).

3. The impact fee increase ordinance is approved by at least a two-thirds vote of the governing body.

(h) This subsection operates retroactively to January 1, 2021.

(7) If an impact fee is increased, the holder of any impact fee credits, whether such credits are granted under s. 163.3180, s. 380.06, or otherwise, which were in existence before the increase, is entitled to the full benefit of the intensity or density prepaid by the credit balance as of the date it was first established. If a local government adopts an alternative transportation system pursuant to s. 163.3180(5)(i), the holder of any transportation or road impact fee credits granted under s. 163.3180 or s. 380.06 or otherwise that were in existence before the adoption of the alternative transportation system is entitled to the full benefit of the intensity and density prepaid by the credit balance as of the date the alternative transportation system was first established.

(8) A local government, school district, or special district must submit with its annual financial report required under s. 218.32 or its financial audit report required under s. 218.39 a separate affidavit signed by its chief financial officer or, if there is no chief financial officer, its executive officer attesting, to the best of his or her knowledge, that all impact fees were collected and expended by the local government, school district, or special district, or were collected and expended on its behalf, in full compliance with the spending period provision in the local ordinance or resolution, and that funds expended from each impact fee account were used only to acquire, construct, or improve specific infrastructure needs.

(9) In any action challenging an impact fee or the government’s failure to provide required dollar-for-dollar credits for the payment of impact fees as provided in s. 163.3180(6)(h)2.b., the government has the burden of proving by a preponderance of the evidence that the imposition or amount of the fee or credit meets the requirements of state legal precedent and this section. The court may not use a deferential standard for the benefit of the government.

(10) Impact fee credits are assignable and transferable at any time after establishment from one development or parcel to any other that is within the same impact fee zone or impact fee district or that is within an adjoining impact fee zone or impact fee district within the same local government jurisdiction and which receives benefits from the improvement or contribution that generated the credits. This subsection applies to all impact fee credits regardless of whether the credits were established before or after June 4, 2021.

(11) A county, municipality, or special district may provide an exception or waiver for an impact fee for the development or construction of housing that is affordable, as defined in s. 420.9071. If a county, municipality, or special district provides such an exception or waiver, it is not required to use any revenues to offset the impact.

(12) This section does not apply to water and sewer connection fees.

(13) In addition to the items that must be reported in the annual financial reports under s. 218.32, a local government, school district, or special district must report all of the following information on all impact fees charged:

(a) The specific purpose of the impact fee, including the specific infrastructure needs to be met, including, but not limited to, transportation, parks, water, sewer, and schools.

(b) The impact fee schedule policy describing the method of calculating impact fees, such as flat fees, tiered scales based on number of bedrooms, or tiered scales based on square footage.

(c) The amount assessed for each purpose and for each type of dwelling.

(d) The total amount of impact fees charged by type of dwelling.

(e) Each exception and waiver provided for construction or development of housing that is affordable.

History.—s. 9, ch. 2006-218; s. 1, ch. 2009-49; s. 5, ch. 2009-96; s. 5, ch. 2011-14; s. 1, ch. 2011-149; s. 1, ch. 2019-106; s. 5, ch. 2019-165; s. 5, ch. 2020-27; s. 1, ch. 2020-58; ss. 1, 2, ch. 2021-63; s. 3, ch. 2024-2

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APPENDIX D

Traffic Characteristics Data

APPENDIX D: VILLAGE OF PALM SPRINGS TRAFFIC CHARACTERISTICS DATA (MOBILITY STUDY AREA)

Limits, Classification, Ownership						Roadway Characteristics								Vehicles Miles of Travel & Capacity					
Street Name	From Street	To Street	Functional Classification	Maintaining Entity	FDOT Context Classification	Travel Lanes	Speed Limit	Length (mi)	LOS Standard	AADT	Year of Count	Daily Capacity	Growth Factors (From Model)	2025 DAILY TRAFFIC	2025 VMT	2025 VMC	2045 DAILY TRAFFIC	2045 VMT	2045 VMC
2ND AVE	COCONUT RD S	SR-807/CONGRESS AVE	Urban Minor Collector	Village of Palm Springs	C4	2	35	0.67	D	5,600	2023	15,840	0.90%	5,700	3,750	10,610	6,820	4,570	10,610
2ND AVE	SR-807/CONGRESS AVE	BOUTWELL RD	Urban Major Collector	Village of Palm Springs	C4	2	35	0.88	D	7,700	2023	15,840	0.90%	7,840	6,780	13,940	9,380	8,250	13,940
6TH AVE	SR-807/CONGRESS AVE	LAKE OSBORNE DR	Urban Minor Arterial	Palm Beach County	C3R	4	45	0.75	D	34,000	2023	35,249	0.90%	34,610	25,500	26,440	41,400	31,050	26,440
6TH AVE	LAKE OSBORNE DR	I-95	Urban Minor Arterial	Palm Beach County	C3R	4	45	0.53	D	12,000	2023	35,249	0.90%	12,220	6,360	18,680	14,620	7,750	18,680
10TH AVE	SR-809/MILITARY TRL	KIRK RD	Urban Minor Arterial	Palm Beach County	C3R	5	40	0.5	D	32,000	2023	33,570	0.90%	32,580	16,000	16,790	38,970	19,490	16,790
10TH AVE	KIRD RD	FLORIDA MANGO RD	Urban Minor Arterial	Palm Beach County	C4	5	40	1.49	D	31,000	2023	32,490	0.90%	31,560	46,190	48,410	37,750	56,250	48,410
10TH AVE	FLORIDA MANGO RD	I-95	Urban Minor Arterial	Palm Beach County	C4	5	40	0.77	D	44,000	2023	34,115	0.90%	44,800	33,880	26,270	53,590	41,260	26,270
PURDY LN	SR-809/MILITARY TRL	KIRK RD	Urban Major Collector	Palm Beach County	C4	2	35	0.54	D	10,200	2023	15,840	0.90%	10,380	5,510	8,550	12,420	6,710	8,550
ALEMEDA DR	KIRK RD	SR-807/CONGRESS AVE	Urban Minor Collector	Village of Palm Springs	C3R	2	25	1.01	D	5,400	2023	20,160	0.90%	5,500	5,450	20,360	6,580	6,650	20,360
BOUTWELL RD	SR-802/LAKE WORTH RD	10TH AVE N	Urban Major Collector	Lake Worth Beach	C4	2	35	0.77	D	10,400	2023	15,840	0.90%	10,590	8,010	12,200	12,670	9,760	12,200
CONGRESS AVE	CITY LIMITS	PRINCE DR	Urban Principal Arterial	Palm Beach County	C4	6	45	0.07	D	44,500	2023	56,800	0.90%	45,300	3,120	3,980	54,190	3,790	3,980
CONGRESS AVE	PRINCE DR	MELALEUCA LN	Urban Principal Arterial	Palm Beach County	C4	6	45	0.36	D	42,000	2023	53,676	0.90%	42,760	15,120	19,320	51,150	18,410	19,320
CONGRESS AVE	MELALEUCA LN	SR-802/LAKE WORTH RD	Urban Principal Arterial	Palm Beach County	C4	6	45	0.53	D	45,000	2023	53,676	0.90%	45,810	23,850	28,450	54,800	29,040	28,450
CONGRESS AVE	SR-802/LAKE WORTH RD	REX AVE	Urban Principal Arterial	FDOT	C4	6	40	1.07	D	46,000	2023	56,800	0.90%	46,830	49,220	60,780	56,020	59,940	60,780
CONGRESS AVE	REX AVE	SR-882/FOREST HILL BLVD	Urban Principal Arterial	FDOT	C4	6	40	1.23	D	41,000	2023	56,800	0.90%	41,740	50,430	69,860	49,930	61,410	69,860
CONGRESS AVE	SR-882/FOREST HILL BLVD	SUMMIT BLVD	Urban Principal Arterial	FDOT	C4	6	40	1.06	D	31,500	2023	56,800	0.90%	32,070	33,390	60,210	38,360	40,660	60,210
CONGRESS AVE	SUMMIT BLVD	GUN CLUB RD	Urban Principal Arterial	FDOT	C4	6	40	0.42	D	35,500	2023	56,800	0.90%	36,140	14,910	23,860	43,230	18,160	23,860
CONGRESS AVE	GUN CLUB RD	SR-80/SOUTHERN BLVD	Urban Principal Arterial	FDOT	C4	6	45	0.59	D	35,500	2023	59,640	0.90%	36,140	20,950	35,190	43,230	25,510	35,190
DAVIS RD	MELALEUCA LN	ALEMEDA DR	Urban Minor Collector	Village of Palm Springs	C3R	2	30	2.5	D	4,900	2023	20,160	0.90%	4,990	12,250	50,400	5,970	14,930	50,400
DAVIS RD	SR-882/FOREST HILL BLVD	SUMMIT BLVD	Urban Major Collector	Palm Beach County	C4	2	30	0.92	D	3,700	2023	15,840	0.90%	3,770	3,400	14,570	4,510	4,150	14,570
FLORIDA MANGO RD	10 AVE N	SR-882/FOREST HILL BLVD	Urban Major Collector	Palm Beach County	C4	2	35	1.51	D	5,700	2023	15,840	0.90%	5,800	8,610	23,920	6,940	10,480	23,920
FLORIDA MANGO RD	SR-882/FOREST HILL BLVD	HOMEWOOD RD	Urban Major Collector	Palm Beach County	C4	2	35	1.55	D	6,200	2023	15,840	0.90%	6,310	9,610	24,550	7,550	11,700	24,550
FOREST HILL BLVD	SR-809/MILITARY TRL	SR-807/CONGRESS AVE	Urban Principal Arterial	FDOT	C3R	6	45	1.54	D	46,000	2023	55,100	0.90%	46,830	70,840	84,850	56,020	86,270	84,850
FOREST HILL BLVD	SR-807/CONGRESS AVE	I-95	Urban Principal Arterial	FDOT	C4	6	35	1.2	D	48,000	2023	56,800	0.90%	48,870	57,600	68,160	58,460	70,150	68,160
GUN CLUB RD	SR-809/MILITARY TRL	KIRK RD	Urban Major Collector	Palm Beach County	C4	5	35	0.51	D	12,700	2023	34,115	0.90%	12,930	6,480	17,400	15,470	7,890	17,400
GUN CLUB RD	KIRK RD	SR-807/CONGRESS AVE	Urban Major Collector	Palm Beach County	C3C	5	40	1.01	D	18,100	2023	32,940	0.90%	18,430	18,280	33,270	22,050	22,270	33,270
I-95	6TH AVE	10TH AVE	Limited Access	Limited Access	Urbanized	10	65	1.32	D	251,000	2023	202,400	0.90%	255,540	331,320	267,170	305,690	403,510	267,170
I-95	10TH AVE	SR-882/FOREST HILL BLVD	Limited Access	Limited Access	Urbanized	10	65	1.91	D	251,000	2023	202,400	0.90%	255,540	479,410	386,580	305,690	583,870	386,580
KIRD RD	MELALEUCA LN	SR-802/LAKEWORTH RD	Urban Major Collector	Palm Beach County	C3R	2	35	0.76	D	8,100	2023	20,160	0.90%	8,250	6,160	15,320	9,870	7,500	15,320
KIRD RD	SR-802/LAKE WORTH RD	10TH AVE	Urban Major Collector	Palm Beach County	C4	2	35	0.76	D	8,700	2023	15,840	0.90%	8,860	6,610	12,040	10,600	8,060	12,040
KIRD RD	10 AVE N	ALEMEDA DR	Urban Major Collector	Palm Beach County	C3R	2	35	1.03	D	12,300	2023	20,160	0.90%	12,520	12,670	20,760	14,980	15,430	20,760
KIRD RD	ALEMEDA DR	SR-882/FOREST HILL BLVD	Urban Major Collector	Palm Beach County	C3R	5	35	0.51	D	18,300	2023	20,160	0.90%	18,630	9,330	10,280	22,290	11,370	10,280
KIRD RD	SR-882/FOREST HILL BLVD	SUMMIT BLVD	Urban Major Collector	Palm Beach County	C3R	2	35	0.77	D	10,500	2023	20,160	0.90%	10,690	8,090	15,520	12,790	9,850	15,520
KIRD RD	SUMMIT BLVD	GUN CLUB RD	Urban Major Collector	Palm Beach County	C3R	2	35	0.75	D	16,600	2023	20,160	0.90%	16,900	12,450	15,120	20,220	15,170	15,120
KIRK RD	GUN CLUB RD	SR-80/SOUTHERN BLVD	Urban Major Collector	Palm Beach County	C3R	5	35	0.27	D	14,500	2023	20,160	0.90%	14,760	3,920	5,440	17,660	4,770	5,440
LAKE OSBORNE DR	6TH AVE	SR-802/LAKE WORTH RD	Urban Minor Collector	Palm Beach County	C4	2	30	1.07	D	7,700	2023	15,840	0.90%	7,840	8,240	16,950	9,380	10,040	16,950
LAKE WORTH RD	SR-809/MILITARY TRL	KIRK RD	Urban Principal Arterial	FDOT	C4	6	40	0.5	D	42,000	2023	56,800	0.90%	42,760	21,000	28,400	51,150	25,580	28,400
LAKE WORTH RD	KIRK RD	SR-807/CONGRESS AVE	Urban Principal Arterial	FDOT	C4	6	40	1.01	D	44,500	2023	56,800	0.90%	45,300	44,950	57,370	54,190	54,730	57,370
LAKE WORTH RD	SR-807/CONGRESS AVE	I-95	Urban Minor Arterial	FDOT	C4	4	40	1.28	D	32,000	2023	37,905	0.90%	32,580	40,960	48,520	38,970	49,880	48,520
LAKEWOOD RD	SR-809/MILITARY TRL	DAVIS RD	Urban Minor Collector	Village of Palm Springs	C4	2	30	1.01	D	4,100	2023	51,120	0.90%	4,170	4,140	51,630	4,990	5,040	51,630
MELALEUCA LN	SR-809/MILITARY TRL	DAVIS RD	Urban Minor Arterial	Palm Beach County	C3R	5	45	1.01	D	27,500	2023	33,570	0.90%	28,000	27,780	33,910	33,500	33,840	33,910
MELALEUCA LN	DAVIS RD	SR-807/CONGRESS AVE	Urban Minor Arterial	Palm Beach County	C3R	6	45	0.59	D	30,000	2023	52,070	0.90%	30,540	17,700	30,720	36,530	21,550	30,720
MILITARY TRL	MELALEUCA LN	SR-802/LAKE WORTH RD	Urban Principal Arterial	Palm Beach County	C4	6	45	0.78	D	38,000	2023	32,490	0.90%	38,690	29,640	25,340	46,280	36,100	25,340
MILITARY TRL	SR-802/LAKE WORTH RD	10TH AVE	Urban Principal Arterial	FDOT	C4	6	40	0.76	D	40,000	2023	36,100	0.90%	40,720	30,400	27,440	48,710	37,020	27,440
MILITARY TRL	10TH AVE	SR-882/FOREST HILL BLVD	Urban Principal Arterial	FDOT	C4	6	40	1.52	D	42,500	2023	36,100	0.90%	43,270	64,600	54,870	51,760	78,680	54,870
MILITARY TRL	SR-882/FOREST HILL	SR-80/SOUTHERN BLVD	Urban Principal Arterial	FDOT	C4	6	40	1.8	D	46,000	2023	37,905	0.90%	46,830	82,800	68,230	56,020	100,840	68,230
PARK LN / GREENBRIER DR	SR-809/MILITARY TRL	CONGRESS AVE	Urban Minor Collector	Village of Palm Springs	C3R	2	30	1.54	D	5,700	2023	20,160	0.90%	5,800	8,780	31,050	6,940	10,690	31,050
SOUTHERN BLVD	SR-809/MILITARY TRL	KIRK RD	Urban Principal Arterial	FDOT	C3R	6	40	0.49	D	72,000	2023	39,165	0.90%	73,300	35,280	19,190	87,690	42,970	19,190
SOUTHERN BLVD	KIRK RD	GEM LAKE DR	Urban Principal Arterial	FDOT	SDC3C	8	50	1.77	D	78,500	2023	67,410	0.90%	79,920	138,950	119,320	95,600	169,210	119,320
SOUTHERN BLVD	GEM LAKE DR	I-95	Urban Principal Arterial	FDOT	C3C	8	45	0.35	D	76,500	2023	67,410	0.90%	77,880	26,780	23,590	93,160	32,610	23,590
SUMMIT BLVD	SR-809/MILITARY TRL	KIRK RD	Urban Major Collector	Palm Beach County	C3R	5	45	0.5	D	21,500	2023	35,249	0.90%	21,890	10,750	17,620	26,190	13,100	17,620
SUMMIT BLVD	KIRK RD	DAVIS RD	Urban Major Collector	Palm Beach County	C3C	5	45	0.55	D	19,500	2023	32,940	0.90%	19,850	10,730	18,120	23,750	13,060	18,120
SUMMIT BLVD	DAVIS RD	SR-807/CONGRESS AVE	Urban Major Collector	Palm Beach County	C3C	5	45	0.54	D	18,900	2023	32,940	0.90%	19,240	10,210	17,790	23,020	12,430	17,790
SUMMIT BLVD	SR-807/CONGRESS AVE	FLORIDA MANGO RD	Urban Major Collector	Palm Beach County	C4	5	40	0.51	D	12,200	2023	32,490	0.90%	12,420	6,220	16,570	14,860	7,580	16,570
SUMMIT BLVD	FLORIDA MANGO RD	I-95	Urban Major Collector	Palm Beach County	C4	5	40	0.55	D	12,900	2023	32,490	0.90%	13,130	7,100	17,870	15,710	8,640	17,870

Source: Traffic data provided by Florida Department of Transportation. LOS Standards based on Village of Palm Springs, Lake Worth Beach, and Palm Beach County adopted Comprehensive Plans. Daily Capacity based on FDOT Generalized Service Tables . Growth factors based on FDOT District 4 Southeast Florida Regional Planning Model. VMT is length x AADT. VMC is length x Daily Capacity. 2045 AADT and VMT derived by applying growth rates.

APPENDIX E

2022 National Household Travel Survey Data

APPENDIX E: NATIONAL HOUSEHOLD TRAVEL SURVEY (NHTS)									
TRIP PURPOSE	PERSON TRIPS (PT)	PERSON TRIP FACTOR (PTf)	PERSON MILES OF TRAVEL (PMT)	PERSON MILES OF TRAVEL FACTOR (PMTf)	PERSON TRIP LENGTH (PTL)	VEHICLE TRIPS (VT)	VEHICLE MILES OF TRAVEL (VMT)	VEHICLE TRIP LENGTH (VTL)	VEHICLE OCCUPANCY (VO)
HOME	4,077,137,371	1.76	14,428,511,809	1.61	3.54	2,318,432,298	8,951,468,620	3.86	1.23
WORK	829,551,714	1.24	3,859,401,570	1.21	4.65	669,398,667	3,191,471,272	4.77	1.11
PERSONAL ERRANDS	1,018,647,973	1.45	3,218,551,536	1.24	3.16	703,125,550	2,590,454,329	3.68	1.57
COMMUNITY SERVING	252,365,235	2.34	820,564,285	1.44	3.25	107,818,479	570,008,450	5.29	1.57
SOCIAL / VACATION	209,800,739	1.32	1,033,841,034	1.20	4.93	159,336,722	862,405,831	5.41	1.52
SCHOOL	658,554,219	1.81	2,649,750,312	1.63	4.02	364,002,693	1,625,257,763	4.46	2.00
FAMILY CARE	2,740,356	1.90	2,920,889	1.67	1.07	1,445,879	1,745,896	1.21	2.00
MEDICAL / DENTAL	152,290,768	1.46	662,636,101	1.56	4.35	104,166,442	424,864,716	4.08	1.50
BUY MEALS	958,185,039	1.72	3,710,458,427	1.76	3.87	558,210,377	2,110,268,492	3.78	1.69
BUY GOODS	1,390,485,743	1.60	3,507,160,102	1.30	2.52	868,404,607	2,704,766,279	3.11	1.34
EXERCISE	805,437,552	4.70	1,936,604,261	3.06	2.40	171,343,231	633,223,364	3.70	1.21
RECREATION / ENTERTAINMENT	308,243,856	3.11	1,289,631,495	2.63	4.18	98,995,142	491,099,949	4.96	2.13
TOTAL	10,663,440,566	1.74	37,120,031,823	1.54	3.48	6,124,680,087	24,157,034,960	3.94	2.13

Source: 2022 National Household Travel Survey (NHTS). Summary of Trip Purpose for South Atlantic MSA/CMSA with more than 1 million population and heavy rail. Average of trips based on trip lengths of 10 Miles or Less.

APPENDIX F

Planning Level Cost (PLC) & Person Miles of Capacity (PMC)

APPENDX F: PLANNING LEVEL COST (PLC)		
PLC Note	**Project Type**	**Planning Level Cost (PLC) per miles**
5	10th Avenue Multi-Use Path	$5,731,075
10	2nd Avenue North Complete Street	$7,569,005
15	Complete Street (Purdy Road, Dolan Road, Alameada Drive)	$12,173,883
20	David Road Complete Street	$7,982,130
25	Forest Hill Lane Repurposing	$10,326,935
30	Greenbiar Drive / Park Lane Complete Street	$7,069,427
35	Kirk Road Complete Street	$5,889,629
40	Kirk Road & Lakewood Road Roundabout	$364,007
45	Kirk Road & Park Lane Roundabout	$384,649
50	Lake Worth Road (SR 802) & Davis Rd Intersection Improvements	$2,459,009
55	Lake Worth Road (SR 802) & Military Trail Lane Repurposing	$5,577,098
60	Lakewood Road Complete Street	$7,231,538
65	Meadow Road Complete Street	$8,098,547
70	Multi-Use Trail 12' Wide	$1,284,263
75	Multi-Use Trail 12' Wide (In Canal ROW)	$1,484,263
80	Pedestrian Bridge Connection	$1,290,000
85	Raised Intersection	$296,511
90	Rectangular Rapid Flashing beacon	$73,500
95	Sidewalk	$444,705
100	Traffic Calming	$2,940,000

PMC Note	Project Type	Person Miles of Capacity (PMC)
105	Complete Street with Paths	24,600
110	Major Intersection	4,000
115	Multi-Use Trail 12' Wide	7,200
120	Multi-Use Trail 12' Wide (In Canal ROW)	6,000
125	Cycle Track	4,800
130	Pedestrian Bridge	2,400
135	Raised Intersection	500
140	RRFB	500
155	Sidewalk	1,200
160	Single Lane Roundabout	4,000
165	Traffic Calming	900
170	Widen from Two (2) Lane Undivided to Two (2) Lane Divided Roadway	24,800

Appendix B: Florida's Generalized Service Volume Tables

Limited Access

Freeway Generalized Service Volume Tables

Peak Hour Directional

	B	C	D	E
(Core Urbanized)				
2 Lane	2,400	3,170	3,970	4,150
3 Lane	3,390	4,600	5,810	6,130
4 Lane	4,340	6,060	7,700	8,170
5 Lane	5,480	7,450	9,680	10,390
6 Lane	6,630	9,220	11,520	12,760
(Urbanized)				
2 Lane	2,500	3,300	4,070	4,240
3 Lane	3,570	4,900	6,080	6,360
4 Lane	4,720	6,500	8,090	8,490
5 Lane	5,790	8,020	10,020	10,610
(Transitioning)				
2 Lane	2,430	3,180	3,790	3,910
3 Lane	3,520	4,670	5,610	5,870
4 Lane	4,630	6,170	7,440	7,830
5 Lane	5,690	7,640	9,220	9,800
(Rural)				
2 Lane	2,010	2,770	3,270	3,650
3 Lane	2,820	3,990	4,770	5,470
4 Lane	3,630	5,220	6,260	7,300

Peak Hour Two-Way

	B	C	D	E
(Core Urbanized)				
4 Lane	4,360	5,760	7,220	7,550
6 Lane	6,160	8,360	10,560	11,150
8 Lane	7,890	11,020	14,000	14,850
10 Lane	9,960	13,550	17,600	18,890
12 Lane	12,050	16,760	20,950	23,200
(Urbanized)				
4 Lane	4,550	6,000	7,400	7,710
6 Lane	6,490	8,910	11,050	11,560
8 Lane	8,580	11,820	14,710	15,440
10 Lane	10,530	14,580	18,220	19,290
(Transitioning)				
4 Lane	4,420	5,780	6,890	7,110
6 Lane	6,400	8,490	10,200	10,670
8 Lane	8,420	11,220	13,530	14,240
10 Lane	10,350	13,890	16,760	17,820
(Rural)				
4 Lane	3,650	5,040	5,950	6,640
6 Lane	5,130	7,250	8,670	9,950
8 Lane	6,600	9,490	11,380	13,270

AADT

	B	C	D	E
(Core Urbanized)				
4 Lane	51,300	67,800	84,900	88,800
6 Lane	72,500	98,400	124,200	131,200
8 Lane	92,800	129,600	164,700	174,700
10 Lane	117,200	159,400	207,100	222,200
12 Lane	141,800	197,200	246,500	272,900
(Urbanized)				
4 Lane	50,600	66,700	82,200	85,700
6 Lane	72,100	99,000	122,800	128,400
8 Lane	95,300	131,300	163,400	171,600
10 Lane	117,000	162,000	202,400	214,300
(Transitioning)				
4 Lane	45,100	59,000	70,300	72,600
6 Lane	65,300	86,600	104,100	108,900
8 Lane	85,900	114,500	138,100	145,300
10 Lane	105,600	141,700	171,000	181,800
(Rural)				
4 Lane	34,800	48,000	56,700	63,200
6 Lane	48,900	69,000	82,600	94,800
8 Lane	62,900	90,400	108,400	126,400

Adjustment Factors

Auxiliary Lanes Present in Analysis Direction Adjustment: +1,000
Ramp Metering Present Adjustment: Multiply by 1.05

Auxiliary Lanes Present in Analysis Direction Adjustment: +1,800
Ramp Metering Present Adjustment: Multiply by 1.05

Auxiliary Lanes Present in Analysis Direction Adjustment: +20,000
Ramp Metering Present Adjustment: Multiply by 1.05

This table does not constitute a standard and should be used only for general planning applications. The table should not be used for corridor or intersection design, where more refined techniques exist.

C1 & C2

Motor Vehicle Highway Generalized Service Volume Tables



(C1-Natural & C2-Rural)

Peak Hour Directional

	B	C	D	E
1 Lane	240	430	730	1,490
2 Lane	1,670	2,390	2,910	3,340
3 Lane	2,510	3,570	4,370	5,010

Peak Hour Two-Way

	B	C	D	E
2 Lane	440	780	1,330	2,710
4 Lane	3,040	4,350	5,290	6,070
6 Lane	4,560	6,490	7,950	9,110

AADT

	B	C	D	E
2 Lane	4,600	8,200	14,000	28,500
4 Lane	32,000	45,800	55,700	63,900
6 Lane	48,000	68,300	83,700	95,900

Adjustment Factors

2 Lane Divided Roadway with Exclusive Left Turn Adjustment: Multiply by 1.05
Multilane Undivided Highway with Exclusive Left Turn Adjustment: Multiply by 0.95
Multilane Undivided Highway without Exclusive Left Turn Adjustment:: Multiply by 0.75

This table does not constitute a standard and should be used only for general planning applications. The table should not be used for corridor or intersection design, where more refined techniques exist.

C3C & C3R

Motor Vehicle Arterial Generalized Service Volume Tables



(C3C-Suburban Commercial)

Peak Hour Directional

	B	C	D	E
1 Lane	*	760	1,070	**
2 Lane	*	1,520	1,810	**
3 Lane	*	2,360	2,680	**
4 Lane	*	3,170	3,180	**

Peak Hour Two-Way

	B	C	D	E
2 Lane	*	1,380	1,950	**
4 Lane	*	2,760	3,290	**
6 Lane	*	4,290	4,870	**
8 Lane	*	5,760	5,780	**

AADT

	B	C	D	E
2 Lane	*	15,300	21,700	**
4 Lane	*	30,700	36,600	**
6 Lane	*	47,700	54,100	**
8 Lane	*	64,000	64,200	**



(C3R-Suburban Residential)

	B	C	D	E
1 Lane	*	970	1,110	**
2 Lane	*	1,700	1,850	**
3 Lane	*	2,620	2,730	**

	B	C	D	E
2 Lane	*	1,760	2,020	**
4 Lane	*	3,090	3,360	**
6 Lane	*	4,760	4,960	**

	B	C	D	E
2 Lane	*	19,600	22,400	**
4 Lane	*	34,300	37,300	**
6 Lane	*	52,900	55,100	**

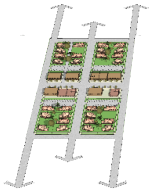
Adjustment Factors

The peak hour directional service volumes should be adjust by multiplying by 1.2 for one-way facilities
The AADT service volumes should be adjusted by multiplying 0.6 for one way facilities 2 Lane Divided Roadway with an Exclusive Left Turn Lane(s): Multiply by 1.05
2 lane Undivided Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.80
Exclusive right turn lane(s): Multiply by 1.05
Multilane Undivided Roadway with an Exclusive Left Turn Lane(s): Multiply by 0.95
Multilane Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.75
Non-State Signalized Roadway: Multiply by 0.90

This table does not constitute a standard and should be used only for general planning applications. The table should not be used for corridor or intersection design, where more refined techniques exist.
* Cannot be achieved using table input value defaults.
** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached.

C2T, C4, C5, & C6

Motor Vehicle Arterial Generalized Service Volume Tables



(C2T-Rural Town)

Peak Hour Directional

	B	C	D	E
1 Lane	*	720	940	**
2 Lane	*	1,140	1,640	**
3 Lane	*	2,120	2,510	**

Peak Hour Two-Way

	B	C	D	E
2 Lane	*	1,310	1,710	**
4 Lane	*	2,070	2,980	**
6 Lane	*	3,850	4,560	**

AADT

	B	C	D	E
2 Lane	*	13,800	18,000	**
4 Lane	*	21,800	31,400	**
6 Lane	*	40,500	48,000	**



(C4-Urban General)

	B	C	D	E
1 Lane	*	*	870	1,190
2 Lane	*	1,210	1,790	2,020
3 Lane	*	2,210	2,810	2,990
4 Lane	*	2,590	3,310	3,510

	B	C	D	E
2 Lane	*	*	1,580	2,160
4 Lane	*	2,200	3,250	3,670
6 Lane	*	4,020	5,110	5,440
8 Lane	*	4,710	6,020	6,380

	B	C	D	E
2 Lane	*	*	17,600	24,000
4 Lane	*	24,400	36,100	40,800
6 Lane	*	44,700	56,800	60,400
8 Lane	*	52,300	66,900	70,900

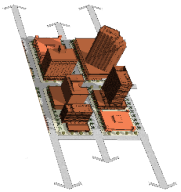


(C5-Urban Center)

	B	C	D	E
1 Lane	*	*	690	1,080
2 Lane	*	1,290	1,900	2,130
3 Lane	*	1,410	2,670	3,110
4 Lane	*	2,910	3,560	3,640

	B	C	D	E
2 Lane	*	*	1,250	1,960
4 Lane	*	2,350	3,450	3,870
6 Lane	*	2,560	4,850	5,650
8 Lane	*	5,290	6,470	6,620

	B	C	D	E
2 Lane	*	*	13,900	21,800
4 Lane	*	26,100	38,300	43,000
6 Lane	*	28,400	53,900	62,800
8 Lane	*	58,800	71,900	73,600



(C6-Urban Core)

	B	C	D	E
1 Lane	*	***	790	1,030
2 Lane	*	***	1,490	1,920
3 Lane	*	***	2,730	2,940
4 Lane	*	***	3,250	3,490

	B	C	D	E
2 Lane	*	***	1,440	1,870
4 Lane	*	***	2,710	3,490
6 Lane	*	***	4,960	5,350
8 Lane	*	***	5,910	6,350

	B	C	D	E
2 Lane	*	***	16,000	20,800
4 Lane	*	***	30,100	38,800
6 Lane	*	***	55,100	59,400
8 Lane	*	***	65,700	70,600

Adjustment Factors

The peak hour directional service volumes should be adjust by multiplying by 1.2 for one-way facilities
The AADT service volumes should be adjusted by multiplying 0.6 for one way facilities 2 Lane Divided Roadway with an Exclusive Left Turn Lane(s): Multiply by 1.05
2 lane Undivided Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.80
Exclusive right turn lane(s): Multiply by 1.05
Multilane Undivided Roadway with an Exclusive Left Turn Lane(s): Multiply by 0.95
Multilane Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.75
Non-State Signalized Roadway: Multiply by 0.90

This table does not constitute a standard and should be used only for general planning applications. The table should not be used for corridor or intersection design, where more refined techniques exist.
* Cannot be achieved using table input value defaults.
** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached.

APPENDIX G

Roadway Plan

APPENDIX G: VILLAGE OF PALM SPRINGS 2045 MOBILITY PLAN: ROADWAY PLAN

Project ID	Street	From	To	Length (Miles) or Number	Project Type	Maintenance Entity	Project Description	Timeframe	Planning Level Cost (PLC)	Person Miles of Capacity (PMC)	PLC Note	PMC Note	Reasonably Anticipated Funding	Funding Source
5	2nd Ave and Davis Rd, Lakewood Rd and Corrigan Ct, Lakewood Rd and Gulfstream Rd, Lakewood Rd and Coconut Rd, Canal Rd and Coconut Rd, Canal Rd and Corrigan Ct, Greenbrier Dr and Davis Rd.	2nd Ave	Davis Rd	7	Raised Intersection	VoPS	The project involves the development of a raised intersection including improvements such as drainage solutions, utility adjustments, enhanced lighting, a sidewalk connection, an ADA-compliant curb ramp, and a designated crosswalk, all featuring decorative pavers for aesthetic appeal.	Short to Long-Term (Up to 20 Years)	$2,075,579	4,200	85	135	$0	Mobility Fees & Other Funding Sources
10	Kirk Rd and Park Ln Roundabout	Kirk Rd	Park Ln	1	Roundabout	PBC	The existing planned project involves replacing the existing traffic signal with a single-lane roundabout, which will include necessary utility adjustments, paving and grading, and drainage upgrades. Additionally, the plan makes improvements to lighting, landscaping, and irrigation, as well as enhancements to connect the roundabout to the existing sidewalk network.	Mid-Term (3-5 Years)	$384,649	4,000	45	160	$0	Mobility Fees & Other Funding Sources
15	Kirk Rd and Lakewood Rd Roundabout	Kirk Rd	Lakewood Rd	1	Roundabout	PBC	The project involves replacing the existing traffic signal with a single-lane roundabout, which will include necessary utility adjustments, paving and grading, and drainage upgrades. Additionally, the plan makes improvements to lighting, landscaping, and irrigation, as well as enhancements to connect the roundabout to the existing sidewalk network.	Mid-Term (3-5 Years)	$364,007	4,000	40	160	$0	Mobility Fees & Other Funding Sources
20	Lake Worth Rd Improvements from Gulfstream to the Lake Worth Swapshop Drive In	Gulfstream Rd	Lake Worth Rd	0.31	Intersection Improvement	FDOT	Intersection improvements at Lake Worth Road and Davis Road with a new traffic signal. Add left turn and right turn lane along Davis Road South of Lake Worth Road as a main entrance to the potential redevelopment project at the old Lake Worth Swap Shop and Drive In. Remove the existing mid-block crossing east of Davis Road and create an extended left turn lane to accommodate future traffic. Milling and Resurfacing roadway.	Mid to Long-Term (10+Years)	$2,459,009	4,000	50	110	$2,213,108	90% FDOT Funding, Mobility Fees & Other Funding Sources
25	2nd Ave N Complete Street	S Congress Ave	Lake Worth Rd	0.66	Complete Streets Project	VoPS	Two lane roadway with curb and gutter, decorative pedestrian level lighting, connecting the existing 10-foot multi-use path, landscaping, shade trees, irrigation and incorporating drainage improvements and utilities adjustments	Mid-Term (3-5 Years)	$4,995,543	9,768	10	170	$0	Mobility Fees & Other Funding Sources
30	Davis Rd Complete Street	2nd Ave.	Alameda Dr.	1.73	Complete Streets Project	VoPS	Two lane roadway with curb and gutter, decorative pedestrian level lighting, designated as a 2 way cycle track on one side, landscaping, shade trees, irrigation and incorporating drainage improvements with minor utilities adjustments.	Mid to Long-Term (10+Years)	$13,809,085	44,288	20	105	$0	Mobility Fees & Other Funding Sources
35	Kirk Rd Complete Street	10th Ave	Purdy Ln	1.02	Complete Streets Project	PBC	Converting existing roadway from 2U to 2LD. Minor drainage adjustments, paving and signing and pavement markings. Install a 12' two-way cycle track along one side of Kirk road to provide bicycle access.	Mid-Term (3-5 Years)	$5,915,315	22,440	35	170	$0	Mobility Fees & Other Funding Sources
40	Greenbrier Dr/Park Lane	S Congress Ave	Military Trail	1.52	Complete Streets Project	VoPS	Two lane roadway with curb and gutter, decorative pedestrian level lighting, designated as a 2 way cycle track on one side, landscaping, shade trees, irrigation and incorporating drainage improvements and utilities adjustments	Mid-Term (3-5 Years)	$10,745,528	38,912	30	105	$0	Mobility Fees & Other Funding Sources
45	Purdy Road, Dolan Rd and Alameda Dr Complete Streets	S Congress Ave	Military Trail	1.53	Complete Streets Project	VoPS	Two lane roadway with curb and gutter, decorative pedestrian level lighting, designated as a 2 way cycle track on one side, landscaped median, raised intersection, midblock crossings , shade trees, irrigation and incorporating drainage improvements and utilities adjustments	Mid to Long-Term (10+Years)	$18,626,041	39,168	15	105	$0	Mobility Fees & Other Funding Sources
50	Meadow Rd Complete Street	Meadow Rd	Forest Hill Blvd	0.77	Complete Streets Project	VoPS	Two lane roadway with curb and gutter, decorative pedestrian level lighting, two 10' multiuse paths incorporating drainage improvements and utilities adjustments	Mid to Long-Term (10+Years)	$6,235,881	19,712	65	105	$0	Mobility Fees & Other Funding Sources
55	Lakewood Road Complete Street	Davis Road	Military Trail	1.01	Complete Streets Project	VoPS	Two lane roadway with curb and gutter, decorative pedestrian level lighting, two 10' multiuse paths incorporating drainage improvements and utilities adjustments	Mid-Term (3-5 Years)	$7,303,853	25,856	60	105	$0	Mobility Fees & Other Funding Sources

Note: The numbers under the PLC and PMC Notes heading correspond to the Planning Level Cost (PLC) and Person Mile of Capacity (PMC under Appendix F)

APPENDIX H

Multimodal Plan

APPENDIX H: VILLAGE OF PALM SPRINGS 2045 MOBILITY PLAN: MULTIMODAL PLAN														
Project ID	**Street**	**From**	**To**	**Length (Miles) or Number**	**Project Type**	**Maintenance Entity**	**Project Description**	**Timeframe**	**Planning Level Cost (PLC)**	**Person Miles of Capacity (PMC)**	**PLC Note**	**PMC Note**	**Reasonably Anticipated Funding**	**Funding Source**
60	Pedestrian Bridge Connection along Gulfstream Rd. over the L-9, L-10 and L11 Canal	NA	NA	3	Pedestrian Bridge	VoPS	Construction a 12' multi-use bridge over the canal.	Mid to Long-Term (10+Years)	$3,870,000	7,200	80	130	$0	Mobility Fees & Other Funding Sources
65	Crosswalk RRFB Various Locations (Kirk Rd L-8 Canal, Kirk Rd L-9 Canal, Davis Rd L-9 Canal, Kirk Rd L-10 Canal, Davis Rd L-10 Canal, Kirk Rd L-11 Canal, Davis Rd L-11 Canal)	NA	NA	7	Rectangular Rapid Flashing Beacon	VoPS/PBC	Install a solar powered RRFB in various locations at designated and proposed pedestrian crossings.	Short-Term (1-3 Years)	$514,500	4,200	90	140	$0	Mobility Fees & Other Funding Sources
70	Kirk Road Multi-use Path	Lake Worth Rd	10th Ave	0.76	Multi-Use Trail	PBC	Install a 12' two-way cycle track along one side of Kirk road to provide bicycle access.	Mid-Term (3-5 Years)	$1,476,040	5,472	70	115	$0	Mobility Fees & Other Funding Sources
75	Kirk Road Multi-use Path	Purdy Ln	Forest Hill Blvd	0.51	Multi-Use Trail	PBC	Install a 12' two-way cycle track along one side of Kirk road to provide bicycle access.	Mid-Term (3-5 Years)	$1,154,974	3,672	70	15	$0	Mobility Fees & Other Funding Sources
80	Canal L-8 Multi-use Path	Lake Worth Rd	Forest Hill Blvd	1.99	Multi Use Trail	VoPS/LWDD	Provide a 12' multi use path along the canal right of way	Mid to Long-Term (10+Years)	$2,953,684	14,328	75	115	$0	Mobility Fees & Other Funding Sources
85	Canal L-9 Multi-use Path	Lake Worth Rd	Forest Hill Blvd	1.89	Multi Use Trail	VoPS/LWDD	Provide a 12' multi use path along the canal right of way	Mid to Long-Term (10+Years)	$2,805,258	13,608	75	115	$0	Mobility Fees & Other Funding Sources
90	Canal L-10 Multi-use Path	Lake Worth Rd	Forest Hill Blvd	1.42	Multi Use Trail and Boardwalk	VoPS/LWDD	Provide a 12' multi use path along the canal right of way	Mid to Long-Term (10+Years)	$4,169,071	10,224	75	115	$0	Mobility Fees & Other Funding Sources
95	Canal L-11 Multi-use Path	Lake Worth Rd	Forest Hill Blvd	2.03	Multi Use Trail	VoPS/LWDD	Provide a 12' multi use path along the canal right of way	Mid to Long-Term (10+Years)	$3,013,055	14,616	75	115	$0	Mobility Fees & Other Funding Sources
100	Gulfstream Rd Multi-use Path	Lake Worth Rd	Alameda Dr	1.77	Multi Use Trail	VoPS	Provide a 12' multi use path along the roadway	Mid to Long-Term (10+Years)	$2,273,146	12,744	70	115	$0	Mobility Fees & Other Funding Sources
105	Sidewalk Gap Various Locations	Village Wide	Village Wide	27.03	Sidewalk	VoPS	Install 5' or 6' sidewalk to connect pedestrian access	Short to Long-Term (Up to 20 Years)	$12,018,292	32,430	95	155	$0	Mobility Fees & Other Funding Sources
110	Traffic Calming Village wide	Village Wide	Village Wide	Various Locations	Traffic Calming	VoPS	Install traffic calming	Short to Long-Term (Up to 20 Years)	$2,940,000	5,880	100	NA	$0	Mobility Fees & Other Funding Sources
115	Lake Worth Ave. Lane Repurposing	S. Congress Ave.	Military Trail	1.51	Lane Repurposing	FDOT	Lane repurposing project to reduce concrete median create a one-way cycle track for multimodal access. Minor drainage adjustments, paving and signing and pavement markings.	Mid to Long-Term (10+Years)	$8,421,417	9,060	55	120	$7,579,276	90% FDOT Funding, Mobility Fees & Other Funding Sources
120	10th Ave. Multi-use Path	S. Congress Ave.	Military Trail	1.51	Multi-Use Trail	PBC	Remove existing grass parkway and widen existing sidewalk to be an 8' to 12' multi-use trail	Mid-Term (3-5 Years)	$8,653,923	9,060	5	120	$0	Mobility Fees & Other Funding Sources
125	Military Trail Lane Repurposing	Lake Worth Rd	Forest Hill Blvd	2.28	Lane Repurposing	FDOT	Lane repurposing project to remove existing on street bike lane to create a one-way cycle track for multimodal access. Minor drainage adjustments, paving and signing and pavement markings.	Mid to Long-Term (10+Years)	$12,715,783	21,888	55	125	$11,444,204	90% FDOT Funding, Mobility Fees & Other Funding Sources
130	Forest Hill Lane Repurposing	Florida Mango	Military Trail	2.01	Lane Repurposing	FDOT	Lane repurposing project to remove existing grass swale and reduce concrete median create a one-way cycle track for multimodal access. Minor drainage adjustments, paving and signing and pavement markings.	Mid to Long-Term (10+Years)	$20,757,139	19,296	25	125	$18,681,425	90% FDOT Funding, Mobility Fees & Other Funding Sources

Note: The numbers under the PLC and PMC Notes heading correspond to the Planning Level Cost (PLC) and Person Mile of Capacity (PMC under Appendix F)

APPENDIX I

Mobility Programs

APPENDIX I: VILLAGE OF PALM SPRINGS 2045 MOBILITY PLAN: MOBILITY PROGRAMS									
Project ID	**Project Name**	**Project Type**	**Maintenance Entity**	**Project Description**	**Timeframe**	**Planning Level Cost (PLC)**	**Person Miles of Capacity (PMC)**	**Reasonably Anticipated Funding**	**Funding Source**
135	Complete Streets Policy	Citywide	VoPS	The Complete Streets Policy will ensure that all future street designs accommodate all users, including pedestrians, cyclists, and transit riders. The policy will integrate multimodal transportation strategies that promote safety and accessibility while enhancing the public realm. It will guide the city's infrastructure development, promoting sustainable and inclusive mobility options citywide.	Short-Term (1-3 Years)	$10,000	20	$0	Mobility Fees & Other Funding Sources
140	ADA Transition Plan	Citywide	VoPS	This plan will focus on upgrading city parks, public buildings, facilities, and public rights-of-way to meet ADA standards. It will include improvements such as curb ramps, accessible paths, and building modifications to ensure equal access for all individuals, including those with disabilities. The plan will prioritize areas with the most urgent accessibility needs and align with federal and state ADA compliance requirements.	Short-Term (1-3 Years)	$200,000	400	$0	Mobility Fees & Other Funding Sources
145	Safe Routes to School and Park Program	Citywide	VoPS	This program aims to improve pedestrian safety by addressing sidewalk gaps and ensuring safe walking and biking routes to schools, parks, and transit stops. It will include the installation of Rectangular Rapid Flashing Beacons (RRFBs) and other crossing improvements to enhance visibility and safety. The program will encourage walking and cycling as safe, viable alternatives to driving for school children and park-goers.	Mid-Term (3-5 Years)	$5,940,000	11,880	$0	Mobility Fees & Other Funding Sources
150	Microtransit Community Shuttle Ordinance	Citywide	VoPS	This ordinance will create a policy framework for managing microtransit and community shuttle services. It will align with the CRA plan and support transportation demand management by connecting future Transit-Oriented Developments (TODs) to key destinations. The ordinance will outline regulations for on-demand shuttle services, ensuring they provide efficient and flexible transportation options within the city.	Mid-Term (3-5 Years)	$25,000	50	$0	Mobility Fees & Other Funding Sources
155	Microtransit Community Shuttle Program	Citywide	VoPS	This program will fund a pilot community shuttle service to address mobility and parking challenges, especially during events. The first year of operations will be used to monitor ridership and adjust the service to better meet community needs. The shuttle will focus on improving accessibility to public spaces and reducing traffic congestion during peak event periods.	Mid to Long-Term (10+Years)	$400,000	800	$0	Mobility Fees & Other Funding Sources
160	Vision Zero Action Plan Update	Citywide	VoPS	The implementation of the Vision Zero Action Plan Update will focus on allocating funding and resources to evaluate the VZAP and it's progress while conducting other safety studies and corridor plans to implement the mobility vision. This includes quick-action safety improvements such as speed reductions, improved crosswalks, and enhanced signage.	Short to Long-Term (Up to 20 Years)	$200,000	400	$0	Mobility Fees & Other Funding Sources
165	Residential Traffic Calming Ordinance	Citywide	VoPS	This ordinance will allow residents to petition for traffic calming measures in their neighborhoods. Upon request, the village and the police department will conduct speed studies to assess traffic conditions. The ordinance will establish clear guidelines and processes for determining the feasibility of implementing measures such as speed humps, curb extensions, and other traffic-calming interventions.	Short-Term (1-3 Years)	$75,000	150	$0	Mobility Fees & Other Funding Sources
170	Residential Traffic Calming Program	Citywide	VoPS	The program will allocate funding for implementing traffic calming measures in residential areas based on requests and speed studies. The program will prioritize areas with significant speeding concerns and will aim to improve neighborhood safety by reducing vehicle speeds and improving the quality of life for residents.	Short to Long-Term (Up to 20 Years)	$200,000	400	$0	Mobility Fees & Other Funding Sources
175	Wayfinding Program	Citywide	VoPS	This program will develop a citywide, cohesive wayfinding system to enhance multimodal connectivity. It will include the installation of clear signage, maps, and markers to guide pedestrians, cyclists, and drivers to key destinations. The wayfinding system will improve navigation for residents and visitors, supporting the city's goals of increased walkability and transportation accessibility.	Short-Term (1-3 Years)	$400,000	800	$0	Mobility Fees & Other Funding Sources
180	Pedestrian Lighting Upgrade Program	Citywide	VoPS	This program will initiate a citywide lighting analysis and develop standards for street, park, and collector road lighting. The village will work with Florida Power & Light (FPL) through a franchise agreement to upgrade existing lighting infrastructure to improve pedestrian mobility, leveraging FPL poles where possible. Collaboration with FDOT and Palm Beach County will also be sought to enhance lighting on state and county roads, improving safety and visibility across the city.	Mid to Long-Term (10+Years)	$2,500,000	5,000	$0	Mobility Fees & Other Funding Sources

APPENDIX J

Trip Generation

APPENDIX J: TRIP GENERATION (TG)			
LAND USE CATEGORIES (DARK GREY), USE CLASSIFICATIONS, & REPRESENTATIVE USES (IN PARENTHESES)	UNIT OF MEASURE (UOM)	TRIP GENERATION (TG)	ITE LAND USE CODES
Residential Uses			
Residential Dwelling (attached, detached, duplex, group, row, multiple-family, single-family)	per 1,000 Sq. Ft.	5.62	See Residential
Institutional Uses			
Community Serving (Center, Club, Clubhouse, Lodge, Museum, Performance Venues, Place of Assembly or Worship)	per 1,000 Sq. Ft.	5.52	See Community Serving
Long Term Care (Adult Day Care, Assisted Living, Continuum of Care Facility, Group Care, Nursing Home)	per Bed	2.17	See Long Term Care
Private Education (Afterschool, Child Care or Day Care, K-12, Pre-K, Trade School, Tutor)	per Student	1.96	See Private Education
Commercial Recreation Facility Uses			
Outdoor Recreation (Fields, Fitness, Multi-Purpose, Sports)	per Acre	18.58	See Outdoor Recreation
Outdoor Recreation (Pickleball, Racquetball, Tennis Courts)	per Court	29.02	See Outdoor Recreation, Courts
Outdoor Recreation (Golf Course)	per Hole	30.38	430
Indoor Recreation (Fitness, Gym, Health, Indoor Amusement, Entertainment or Sports, Kids Activities or Fitness)	per 1,000 Sq. Ft.	24.86	See Indoor Recreation
Industrial Uses			
Industrial (Heavy, Flex-Unit, Light, Micro-brewery, Self or Outdoor Storage, Utilities)	per 1,000 Sq. Ft.	3.69	See Industrial
Office Uses			
Business (Business, Profession and Occupation, Business or Professional Service, Higher Education, Hospital)	per 1,000 Sq. Ft.	11.58	See Office
Medical or Dental (Clinic, Dental, Health Service, Laboratory, Emergency Care, Rehab, Veterinary)	per 1,000 Sq. Ft.	32.84	See Medical Office
Retail Sales and Service Uses			
Multi-Tenant Retail (Goods, Merchandise, Personal Services, Restaurant, Retail, Street Level Mixed-Use)	per 1,000 Sq. Ft.	39.39	See Multi-Tenant Retail
Free-Standing Retail (Auto, Discount, Home Improvement, Superstore, Wholesale)	per 1,000 Sq. Ft.	49.12	See Free-Standing Retail
High Impact Retail (Drinking Establishment, Financial Service, Full Service Restaurant, Grocery, Package Liquor, Pharmacy)	per 1,000 Sq. Ft.	106.33	See High Impact Retail
Convenience Retail (Convenience Store, Gas or Service Station)	per 1,000 Sq. Ft.	605.86	See Convenience Retail
Quick Service Restaurant (Carry Out, Delivery Oriented, Drive-In, Fast Casual, Fast Food)	per 1,000 Sq. Ft.	354.87	See Quick Service Restaurant
Non-Residential Additive Uses (All uses are additive except mobile residence and overnight lodging)			
Automotive Repair Establishment (Major or Minor Repair, Tires)	per Bay or Stall	33.35	See Automotive Repair
Commercial Use Drive-Thru (Convenience, Dry Cleaner, High Impact Retail, Retail)	per Lane	125.26	See Commercial Use Drive-Thru
Financial Service Drive-Thru Lane or Free-Standing ATM (Banks, Credit Unions, Other Financial)	per Lane / ATM	137.06	See Financial Services
Overnight Lodging (B&B, Hotel, Motel, Short Term Vacation Rental)	per Room	6.67	See Overnight Lodging
Quick Service Restaurant Drive Thru	per Lane	507.99	See Quick Service Restaurant Drive-Thru
Mobile Residence (Mobile Home (MH), Recreational Vehicle (RV), Travel Trailer (TT), MH, RV, and / or TT Park)	per Space / Lot	4.47	See Mobile Residence
Vehicle Charging or Fueling (Commercial Facility which requires Membership or Payment)	per Charging or Fueling Position	203.65	See Vehicle Fueling
Vehicle Cleaning (Automated, Carwash, Detailing, Self-Service, Wash, Wax)	per Lane or Stall plus per five (5) Stations	321.08	See Vehicle Cleaning

RESIDENTIAL TRIP GENERATION									
ITE LAND USE	**ITE LAND USE CODE**	**UNIT OF MEASURE**	**TRIP GENERATION (TG)**	**TOTAL NUMBER OF STUDIES (TS)**	**SQUARE FOOTAGE (SF)**	**SQUARE FOOTAGE PER 1,000 SQ. FT. (SF1000)**	**TRIP GENERATION PER 1,000 SQ. FT. (TG1000)**	**TRIP STUDIED (WEIGHTED) (TSw)**	**TRIP GENERATION (WEIGHTED) (TGw)**
SINGLE-FAMILY DETACHED	**210**	**DWELLING UNIT**	**9.43**	**174**	**1,814**	**1.814**	**5.20**	**0.798**	**4.15**
SINGLE-FAMILY ATTACHED	**215**	**DWELLING UNIT**	**7.20**	**22**	**1,026**	**1.026**	**7.02**	**0.101**	**0.71**
MULTI-FAMILY (LOW-RISE)	**220**	**DWELLING UNIT**	**6.74**	**22**	**891**	**0.891**	**7.56**	**0.101**	**0.76**
TOTAL				**218**			***6.59***	**1.000**	**5.62**

Notes: Residential trip generation rates are based on the type of dwelling unit and the applicable trip generation rate per the 11th Edition of the ITE Trip Generation Manual. Residential trip generation rates were converted into trip rates per 1,000 square feet. The first step in the conversion was utilizing average square per type of dwelling unit within the Village of Palm Springs based on Palm Beach County Property Appraiser Data as of 2024. The assigned square footage of each unit type is then divided by 1,000 (**Appendix TBD**).

A Trip Study weighting is then calculated based on the number of studies per use. A Trip Generation weight is then calculated based on the weighted trip studies. The following is the calculation for Single-Family Detached land uses: Sq Ft per 1,000: (1,814 / 1,000 = 1.814); The trip generation per 1,000 Sq. Ft. is calculated per the following: (9.43 / 1.814 = 5.20); The trip study weight is calculated per the following: (174 / 218 = 0.798); The weighted trip generation is calculated per the following: (5.20 / 0.798 = 4.15). The residential trip generation per 1,000 sq. ft. is based on the sum of the following: (4.15 + 0.71 + 0.76 = 5.62).

COMMUNITY SERVING TRIP GENERATION												
ITE LAND USE	ITE LAND USE CODE	VARIABLE	AM PEAK (7 to 9)	AM PEAK FACTOR	AM NUMBER OF STUDIES	PM PEAK (4 to 6)	PM PEAK FACTOR	PM NUMBER OF STUDIES	TOTAL NUMBER OF STUDIES	CALCULATED DAILY TRIPS (TG)	TRIP STUDIED (WEIGHTED)	TRIP GENERATION (WEIGHTED)
CHURCH	560	1000 SF	0.32	0.070	6	0.49	0.07	11	17	5.79	0.89	5.18
MUSEUM	580	1000 SF	0.28	0.070	1	0.18	0.07	1	2	3.29	0.11	0.35
TOTAL	--	--	--	--	7	--	--	12	19	--	1.00	5.52

Notes: Community Serving Trip Generation based on the AM and PM Peak of adjacent street traffic per room based on the 11th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Trip Study Weight (TSW). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on a peak to daily factor of 0.07. The Trip Generation Weight (TGw) is calculated based on daily trips multiplied by Trip Study Weight (TSw). The total trips per room is the sum of the weighted Trip Generation (TGw). Church Example: = ((0.32 / .07) + (0.49 / 0.07)) = 5.79; TSw = (17 / 19) = 0.89; TGw = (5.79 x 0.89) = 5.18. Community Serving Trip Generation is the sum of the weighted trip generation (5.18 + 0.35) = 5.52.

LONG TERM CARE TRIP GENERATION												
ITE LAND USE	**ITE LAND USE CODE**	**VARIABLE**	**AM PEAK TRIPS (7 to 9)**	**AM PEAK FACTOR**	**AM NUMBER OF STUDIES**	**PM PEAK TRIPS (4 to 6)**	**PM PEAK FACTOR**	**PM NUMBER OF STUDIES**	**TOTAL NUMBER OF STUDIES (TS)**	**CALCULATED DAILY TRIPS (DT)**	**TRIP STUDIED (WEIGHTED) (TSW)**	**TRIP GENERATION (WEIGHTED) (TGW)**
ASSISTED LIVING	**254**	**BEDS**	**0.18**	**0.093**	**14**	**0.24**	**0.088**	**14**	**28**	**2.33**	**0.64**	**1.48**
NURSING HOME	**620**	**BEDS**	**0.14**	**0.075**	**8**	**0.14**	**0.074**	**8**	**16**	**1.88**	**0.36**	**0.68**
TOTAL / ***AVERAGE***			***0.16***	***0.084***	**22**	***0.19***	***0.081***	**22**	**44**	***2.11***	**1.00**	**2.17**

Notes: Long Term Care Trip Generation based on the AM and PM Peak of adjacent street traffic based on the 11th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Trip Study Weight (TSW). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on the 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles. The Trip Generation Weight (TGW) is calculated based on daily trips multiplied by Trip Study Weighting. The total trips per 1,000 sq. ft. is the sum of the weighted Trip Generation (TGW).
Nursing Home Example: DT = ((0.14 / .075) + (0.14 / 0.074)) = 1.88; TSW = (16 / 44) = 0.36; TGW = (1.88 x 0.36) = 1.88. Long Term Care TG per bed: Sum(1.48 + 0.68) = 2.17.
Average values in the last row are shown in italics for informational purposes only.

PRIVATE EDUCATION TRIP GENERATION										
ITE LAND USE	ITE LAND USE CODE	VARIABLE	AM PEAK OF GENERATOR	NUMBER OF STUDIES	PM PEAK OF GENERATOR	TOTAL NUMBER OF STUDIES	CALCULATED DAILY	TOTAL NUMBER OF STUDIES	TRIP STUDIED (WEIGHTED)	TRIP GENERATION (WEIGHTED)
ELEMENTARY SCHOOL	520	STUDENTS	0.75	46	0.45	54	1.80	100	0.19	0.34
MIDDLE SCHOOL / JR HIGH SCHOOL	522	STUDENTS	0.74	25	0.36	29	1.65	54	0.10	0.17
HIGH SCHOOL	525	STUDENTS	0.51	51	0.32	65	1.25	116	0.22	0.28
PRIVATE K-8	530	STUDENTS	1.01	14	0.6	12	2.42	26	0.05	0.12
PRIVATE K-12	532	STUDENTS	0.8	5	0.53	3	2.00	8	0.02	0.03
PRIVATE HIGH SCHOOL	534	STUDENTS	0.66	4	0.40	4	1.59	8	0.02	0.02
CHARTER ELEMENTARY SCHOOL	536	STUDENTS	1.07	26	0.72	27	2.69	53	0.10	0.27
CHARTER HIGH SCHOOL	538	STUDENTS	0.94	4	0.73	4	2.51	8	0.02	0.04
DAY CARE	565	STUDENTS	0.79	75	0.81	75	2.40	150	0.29	0.69
TOTAL								523	1.00	1.96

TRIP GENERATION ROUNDED TO NEAREST 100TH PLACE. DAILY TRIPS BASED ON THE SUM OF THE AM AND PM PEAK HOUR OF GENERATOR TIMES A PEAK-TO-DAILY FACTOR OF 1.5: (E.G., CHARTER HIGH SCHOOL 0.94 + 0.73 = 1.67; 1.67 X 1.5 = 2.51). PEAK HOUR DATA HAD SIGNIFICANTLY MORE STUDIES THAN DAILY DATA. TOTAL NUMBER OF STUDIES BASED ON THE SUM OF THE NUMBER OF STUDIES FOR THE AM AND PM PEAK HOUR OF GENERATOR PER SCHOOL TYPE. ALL TRIP GENERATION DATA BASED ON THE ITE TRIP GENERATION MANUAL, 11TH EDITION.

OUTDOOR RECREATION TRIP GENERATION												
ITE LAND USE	ITE LAND USE CODE	VARIABLE	AM PEAK TRIPS (7 to 9)	AM PEAK FACTOR	AM NUMBER OF STUDIES	PM PEAK TRIPS (4 to 6)	PM PEAK FACTOR	PM NUMBER OF STUDIES	TOTAL NUMBER OF STUDIES	CALCULATED DAILY	TRIP STUDIED (WEIGHTED)	TRIP GENERATION (WEIGHTED)
GOLF DRIVING RANGE	432	TEES	0.08	0.08	1	0.18	0.072	1	2	1.75	0.17	0.29
SOCCER COMPLEX	488	FIELDS	0.99	0.08	5	16.43	0.072	5	10	120.28	0.83	100.24
TOTAL / AVERAGE					6			6	12	61.02	1.00	100.53
OUTDOOR RECREATION TRIP GENERATION PER ACRE												
PUBLIC PARK	410	ACRES	0.03	0.083	5	0.11	0.083	6	11	0.86	0.44	0.38
GOLF DRIVING RANGE	432	ACRES	0.16	0.080	1	0.36	0.072	1	2	3.50	0.08	0.28
AMUSEMENT PARK	480	ACRES	0.21	0.093	1	3.95	0.088	1	2	23.57	0.08	1.89
SOCCER COMPLEX	488	ACRES	0.33	0.080	5	5.48	0.072	5	10	40.09	0.40	16.04
TOTAL / *AVERAGE*		ACRES	*0.23*	*0.084*	12	*2.47*	*0.079*	13	25	*17.01*	1.00	18.58

Notes: Outdoor Recreation Trip Generation based on the AM and PM Peak of adjacent street traffic based on the 11th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. The trip generation for golf driving ranges was converted from tees to acreage based on two (2) tees per acre. The trip generation for a soccer complex was converted from fields to acreage based on three acres (3.0) per field. The trip generation for tennis courts and a request / tennis court was converted from courts to acreage based on two (2) courts per acre. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Trip Study Weight (TSW). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on the 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles. The Trip Generation Weight (TGW) is calculated based on daily trips multiplied by Trip Study Weighting. The total trips per acre is the sum of the weighted Trip Generation (TGW). Golf Driving Range Example: DT = ((0.16 / .080) + (0.36 / 0.072)) = 3.50; TSW = (2 / 25) = 0.08; TGW = (3.50 x 0.08) = 0.28. Outdoor Recreation TG is equal to the sum of the following: (0.38 + 0.28 + 1.89 + 16.04) = 18.58.

Average values in the last row are shown in italics for informational purposes only.

OUTDOOR RECREATION, COURTS TRIP GENERATION							
ITE LAND USE	**ITE LAND USE CODE**	**VARIABLE**	**DAILY TRIPS**	**NUMBER OF STUDIES**	**TOTAL NUMBER OF STUDIES**	**TRIP STUDIED (WEIGHTED)**	**TRIP GENERATION (WEIGHTED)**
TENNIS CLUB	**490**	**COURTS**	**30.32**	**2**	**2**	**0.50**	**15.16**
RACQUET / TENNIS CLUB	**491**	**COURTS**	**27.71**	**2**	**2**	**0.50**	**13.86**
TOTAL / AVERAGE				**4**	**4**	**1.00**	**29.02**

Notes: Outdoor Recreation, Courts Trip Generation based on Daily Weekday Trip Generation per 1,000 squate feet (SQ. FT.) based on the 11th Edition of the ITE Trip Generation Manual. The total number of studies (TS) conducted are used to calculate a Weighted Trip Study (TSw). The Daily Trips (DT) generation is based on ITE Trip Generation Manual 11th edition. The Weighted Trip Generation (TGw) is calculated based on Daily Trips (DT) multiplied by the Weighted Trip Study (TSw). The total trips per 1,000 SQ. FT. is the sum of the Weighted Trip Generation (TGw). Tennis Club Example: TSw = (2 / 4) = 0.50; TGw = (30.32 x 0.50) = 15.16. Outdoor Recreation, Courts Trip Generation is the sum of (15.16 + 13.86) = 29.02.

INDOOR ENTERTAINMENT TRIP GENERATION												
ITE LAND USE	ITE LAND USE CODE	VARIABLE	AM PEAK (7 to 9)	AM PEAK FACTOR	AM NUMBER OF STUDIES	PM PEAK (4 to 6)	PM PEAK FACTOR	PM NUMBER OF STUDIES	TOTAL NUMBER OF STUDIES	CALCULATED DAILY	TRIP STUDIED (WEIGHTED)	TRIP GENERATION (WEIGHTED)
ROCK CLIMBING GYM	434	1,000 SQ. FT.	1.40	0.068	1	1.64	0.123	1	2	16.96	0.04	0.65
MULTI-PURPOSE	435	1,000 SQ. FT.	0.00	0.068	0	3.58	0.123	3	3	14.55	0.06	0.84
TRAMPOLINE PARK	436	1,000 SQ. FT.	0.00	0.068	0	1.50	0.123	3	3	6.10	0.06	0.35
BOWLING ALLEY	437	1,000 SQ. FT.	0.81	0.068	1	1.16	0.123	5	6	10.67	0.12	1.23
HEALTH / FITNESS	492	1,000 SQ. FT.	1.31	0.068	6	3.45	0.123	8	14	23.66	0.27	6.37
ATHLETIC CLUB	493	1,000 SQ. FT.	3.16	0.068	2	6.29	0.123	3	5	48.80	0.10	4.69
COMMUNITY CENTER	495	1,000 SQ. FT.	1.91	0.068	12	2.50	0.123	15	27	24.21	0.52	12.57
TOTAL	--	--	--	0.068	21	--	0.123	31	52	--	1.00	24.86

Notes: Indoor Entertainment Trip Generation based on the AM and PM Peak of adjacent street traffic per 1,000 square feet (SQ. FT.) based on the 11th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Trip Study Weight (TSW). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on the 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles for ITE Land Use Code 495 (Recreational Community Center). This was the only indoor recreational use with a reported daily trip distribution. The Trip Generation Weight (TGW) is calculated based on daily trips multiplied by Trip Study Weighting. The total trips per 1,000 SQ. FT. is the sum of the weighted Trip Generation (TGW). Community Center Example: DT = ((1.91 / .068) + (2.50 / 0.123)) = 24.21; TSW = (27 / 52) = 0.52; TGW = (24.41 x 0.52) = 12.57. Indoor Commercial Recreation Trip Generation is the sum of (0.65 + 0.84 + 0.35 + 1.23 + 6.37 + 4.69 + 12.57) = 24.86. ***Average values in the last row are shown in italics for informational purposes only.***

INDUSTRIAL TRIP GENERATION						
ITE LAND USE	ITE LAND USE CODE	UNIT OF MEASURE	DAILY TRIP (DT) GENERATION	TOTAL NUMBER OF STUDIES (TS)	TRIP STUDIES (WEIGHTED)	TRIP GENERATION (WEIGHTED)
LIGHT INDUSTRIAL	110	1,000 SQ. FT.	4.87	37	0.117	0.572
INDUSTRIAL PARK	130	1,000 SQ. FT.	3.37	27	0.086	0.289
MANUFACTURING	140	1,000 SQ. FT.	4.75	53	0.168	0.799
WAREHOUSE	150	1,000 SQ. FT.	1.71	31	0.098	0.168
MINI-WAREHOUSE	151	1,000 SQ. FT.	1.45	16	0.051	0.074
HIGH CUBE TRANSLOAD	154	1,000 SQ. FT.	1.4	91	0.289	0.404
HIGH CUBE FULFILLMENT	155	1,000 SQ. FT.	1.81	10	0.032	0.057
HIGH CUBE FULFILLMENT - SORTING	155	1,000 SQ. FT.	6.44	2	0.006	0.041
HIGH CUBE PARCEL HUB	156	1,000 SQ. FT.	4.63	8	0.025	0.118
HIGH CUBE COLD STORAGE	157	1,000 SQ. FT.	2.12	5	0.016	0.034
DATA CENTER	160	1,000 SQ. FT.	0.99	2	0.006	0.006
UTILITY	170	1,000 SQ. FT.	12.29	13	0.041	0.507
SPECIALTY TRADE	180	1,000 SQ. FT.	9.82	20	0.063	0.623
AVERAGE (STUDIES = TOTAL)				315	1.00	3.69

Notes: Industrial Trip Generation based on the Daily Rate from the 11th Edition of the ITE Trip Generation Manual. The total number of studies (TS) conducted for Daily Trips are used to calculate a Trip Study Weight (TSW). The Trip Generation Weight (TGW) is calculated based on daily trips multiplied by Trip Study Weighting. The total trips per 1,000 sq. ft. is the sum of the weighted Trip Generation (TGW). Light Industrial Example: TSW = (37 / 315) = 0.117; TGW = (4.87 x 0.117) = 0.572. Industrial TG: Sum (0.572 + 0.289 + 0.799 + 0.168 + 0.074 + 0.404 + 0.057 + 0.041 + 0.118 + 0.034 + 0.0006 + 0.507 + 0.623) = 3.69.

OFFICE TRIP GENERATION						
USE	ITE	VARIABLE	DAILY TRIPS (DT)	NUMBER OF STUDIES (TS)	WEIGHTED TRIP STUDY (TSw)	WEIGHTED TRIP GENERATION (TGw)
OFFICE	710	1,000 SQ. FT.	10.84	59	0.38	4.15
SMALL OFFICE	712	1,000 SQ. FT.	14.39	21	0.14	1.96
CORPORATE HEADQUATERS	714	1,000 SQ. FT.	7.95	7	0.05	0.36
SINGLE TENANT	715	1,000 SQ. FT.	13.07	12	0.08	1.02
HOSPITAL	610	1,000 SQ. FT.	10.77	7	0.05	0.49
OFFICE PARK	750	1,000 SQ. FT.	11.07	10	0.06	0.72
RESEARCH & DEVELOPMENT	760	1,000 SQ. FT.	11.08	22	0.14	1.58
BUSINESS PARK	770	1,000 SQ. FT.	12.44	16	0.10	1.29
TOTAL				154	1.00	11.58

Notes: Office Trip Generation based on Daily Weekday Trip Generation per 1,000 squate feet (SQ. FT.) based on the 11th Edition of the ITE Trip Generation Manual. The total number of studies (TS) conducted are used to calculate a Weighted Trip Study (TSw). The Daily Trips (DT) generation is based on ITE Trip Generation Manual 11th edition. The Weighted Trip Generation (TGw) is calculated based on Daily Trips (DT) multiplied by the Weighted Trip Study (TSw). The total trips per 1,000 SQ. FT. is the sum of the Weighted Trip Generation (TGw). Office Example: TSw = (59 / 154) = 0.38; TGw = (10.84 x 0.38) = 4.15. Office Trip Generation is the sum of (4.15 + 1.96 + 0.36 + 1.02 + 0.49 + 0.72 + 1.58 + 1.29) = 11.58.

MEDICAL OFFICE TRIP GENERATION						
USE	**ITE**	**VARIABLE**	**DAILY TRIPS (DT)**	**NUMBER OF STUDIES (TS)**	**WEIGHTED TRIP STUDY (TSw)**	**WEIGHTED TRIP GENERATION (TGw)**
MEDICAL OFFICE	**720**	**1,000 SQ. FT.**	**36.00**	**18**	**0.49**	**17.51**
CLINIC	**630**	**1,000 SQ. FT.**	**37.60**	**9**	**0.24**	**9.15**
VETERINARY	**640**	**1,000 SQ. FT.**	**21.50**	**6**	**0.16**	**3.49**
EMERGENCY CARE	**650**	**1,000 SQ. FT.**	**24.94**	**4**	**0.11**	**2.70**
TOTAL			**30.01**	**37**	**1.00**	**32.84**

Notes: Medical Office Trip Generation based on Daily Weekday Trip Generation per 1,000 square feet (SQ. FT.) based on the 11th Edition of the ITE Trip Generation Manual. The total number of studies (TS) conducted are used to calculate a Weighted Trip Study (TSw). The Daily Trips (DT) generation is based on ITE Trip Generation Manual 11th edition. The Weighted Trip Generation (TGw) is calculated based on Daily Trips (DT) multiplied by the Weighted Trip Study (TSw). The total trips per 1,000 SQ. FT. is the sum of the Weighted Trip Generation (TGw). Medical Office Example: TSw = (18 / 37) = 0.49; TGw = (36.00 x 0.49) = 17.51. Medical Office Trip Generation is the sum of (17.51 + 9.15 + 3.49 + 2.93 + 2.70) = 32.84. ***Average values in the last row are shown in italics for informational purposes only.***

MULTI-TENANT RETAIL TRIP GENERATION						
USE	ITE LAND USE CODE	UNIT OF MEASURE	DAILY TRIPS (DT)	NUMBER OF STUDIES (TS)	WEIGHTED TRIP STUDY (TSw)	WEIGHTED TRIP GENERATION (TGw)
MULTI-TENANT GREATER THAN 150K	820	1,000 SQ. FT.	37.01	108	0.91	33.59
MULTI-TENANT 40K to 150K WITHOUT SUPERMARKET	821	1,000 SQ. FT.	67.52	7	0.06	3.97
MULTI-TENANT UNDER 40K	822	1,000 SQ. FT.	54.45	4	0.03	1.83
TOTAL		1,000 SQ. FT.		119	1.00	39.39

Notes: Multi-Tenant Retail Trip Generation based on Daily Weekday Trip (DT) Generation per 1,000 square feet (SQ. FT.) based on the 11th Edition of the ITE Trip Generation Manual. The simple average for daily trips is for information purposes only to illustrate the differance compared to weighted trips. The total number of studies (TS) conducted are used to calculate a Weighted Trip Study (TSw). The Weighted Trip Generation (TGw) is calculated based on Daily Trips (DT) multiplied by the Weighted Trip Study (TSw). The total trips per 1,000 SQ. FT. is the sum of the Weighted Trip Generation (TGw). Multi-Tenant gretare than 150K Example: TSw = (108 / 119) = 0.91; TGw = (37.01 x 0.91) = 33.59. Free Standing Retail Trip Generation is the sum of (33.59 + 3.97 + 1.83) = 39.39.

FREE STANDING RETAIL TRIP GENERATION						
USE	ITE LAND USE CODE	UNIT OF MEASURE	DAILY TRIPS (DT)	NUMBER OF STUDIES (TS)	WEIGHTED TRIP STUDY (TSw)	WEIGHTED TRIP GENERATION (TGw)
FREE STANDING DISCOUNT SUPERSTORE	813	1,000 SQ. FT.	50.52	72	0.31	15.54
VARIETY STORE	814	1,000 SQ. FT.	63.66	29	0.12	7.89
FREE STANDING DISCOUNT STORE	815	1,000 SQ. FT.	53.87	21	0.09	4.83
NURSERY GARDEN CENTER	817	1,000 SQ. FT.	68.10	10	0.04	2.91
AUTO SALES NEW	840	1,000 SQ. FT.	27.84	18	0.08	2.14
AUTO SALES USED	841	1,000 SQ. FT.	27.06	14	0.06	1.62
AUTO PARTS SALES	843	1,000 SQ. FT.	55.34	12	0.05	2.84
DISCOUNT CLUB	857	1,000 SQ. FT.	42.46	20	0.09	3.63
HOME IMPROVEMENT	862	1,000 SQ. FT.	30.74	19	0.08	2.50
WINE TASTING ROOM	970	1,000 SQ. FT.	45.96	5	0.02	0.98
BREWERY TAP ROOM	972	1,000 SQ. FT.	61.69	2	0.01	0.53
DRINKING ESTABLISHMENT	975	1,000 SQ. FT.	72.36	12	0.05	3.71
TOTAL		1,000 SQ. FT.		234	1.00	49.12

Notes: Free Standing Retail Trip Generation based on Daily Weekday Trip (DT) Generation per 1,000 square feet (SQ. FT.) based on the 11th Edition of the ITE Trip Generation Manual. The simple average for daily trips is for information purposes only to illustrate the differance compared to weighted trips. The total number of studies (TS) conducted are used to calculate a Weighted Trip Study (TSw). The Weighted Trip Generation (TGw) is calculated based on Daily Trips (DT) multiplied by the Weighted Trip Study (TSw). The total trips per 1,000 SQ. FT. is the sum of the Weighted Trip Generation (TGw). Varieyt Store Example: TSw = (29 / 234) = 0.12; TGw = (63.66 x 0.12) = 7.89. Free Standing Retail Trip Generation is the sum of (15.54 + .89 +4.83 +2.91 + 2.14 + 1.62 +2.84 + 3.63 + 2.50 + 0.98 + 0.53 + 3.71) = 49.12.

HIGH IMPACT RETAIL TRIP GENERATION						
USE	ITE LAND USE CODE	UNIT OF MEASURE	DAILY TRIPS (DT)	NUMBER OF STUDIES (TS)	WEIGHTED TRIP STUDY (TSw)	WEIGHTED TRIP GENERATION (TGw)
MULTI-TENANT 40K to 150K WITH SUPERMARKET	821	1,000 SQ. FT.	94.49	17	0.12	11.00
SUPERMARKET	850	1,000 SQ. FT.	93.84	22	0.15	14.14
PHARMACY WITH DRIVE-THRU	881	1,000 SQ. FT.	108.4	16	0.11	11.88
MARJUANA DISPENSARY	882	1,000 SQ. FT.	211.12	7	0.05	10.12
LIQUOR STORE	899	1,000 SQ. FT.	107.21	5	0.03	3.67
DRIVE-IN BANK	912	1,000 SQ. FT.	100.35	19	0.13	13.06
FINE DINING RESTAURANT	931	1,000 SQ. FT.	83.84	10	0.07	5.74
HIGH TURN OVER RESTAURANT	932	1,000 SQ. FT.	107.2	50	0.34	36.71
TOTAL		1,000 SQ. FT.	113.31	146	1.00	106.33

Notes: High Impact Retail Trip Generation based on Daily Weekday Trip (DT) Generation per 1,000 square feet (SQ. FT.) based on the 11th Edition of the ITE Trip Generation Manual. The simple average for daily trips is for information purposes only to illustrate the differance compared to weighted trips. The total number of studies (TS) conducted are used to calculate a Weighted Trip Study (TSw). The Weighted Trip Generation (TGw) is calculated based on Daily Trips (DT) multiplied by the Weighted Trip Study (TSw). The total trips per 1,000 SQ. FT. is the sum of the Weighted Trip Generation (TGw). Supermarket Example: TSw = (22 / 146) = 0.15; TGw = (93.84 x 0.15) = 14.14. High Impact Retail Trip Generation is the sum of (11.00 + 14.14 + 11.88 + 10.12 + 3.67 + 13.06 + 36.71) = 106.33.

CONVENIENCE STORE TRIP GENERATION												
USE	ITE LAND USE CODE	UNIT OF MEASURE	AM PEAK (7 to 9)	AM PEAK FACTOR	AM NUMBER OF STUDIES	PM PEAK (4 to 6)	PM PEAK FACTOR	PM NUMBER OF STUDIES	TOTAL NUMBER OF STUDIES (TS)	DAILY TRIPS (DT)	WEIGHTED TRIP STUDY (TSw)	WEIGHTED TRIP GENERATION (TGw)
CONVENIENCE STORE	851	1,000 SQ. FT.	62.54	0.062	39	49.11	0.060	39	78	913.60	0.23	205.96
CONVENIENCE STORE WITH GAS (2 TO 8 POSITIONS)	945	1,000 SQ. FT.	40.59	0.062	57	48.48	0.071	67	124	668.75	0.36	239.67
CONVENIENCE STORE WITH GAS (9 TO 15 POSITIONS)	945	1,000 SQ. FT.	56.52	0.065	34	54.52	0.068	39	73	835.65	0.21	176.31
CONVENIENCE STORE WITH GAS (16 TO 24 POSITIONS)	945	1,000 SQ. FT.	91.35	0.065	32	78.95	0.068	39	71	1283.21	0.21	263.32
TOTAL		1,000 SQ. FT.	*62.75*	*0.06*	162	*57.77*	*0.07*	184	346	*925.30*	1.00	885.25
NET TRIP GENERATION (BASED ON TGw PER 1,000 SQ. FT. MINUS TGw PER FUEL POSITION x 2: (885.25 - (279.39 x 2)) = 326.47												326.47
AUTO CHARGING & FUELING TRIP GENERATION												
GASOLINE SERVICE STATION	944	PER FUEL POSITION	10.28	0.050	53	13.91	0.075	65	118	195.53	0.31	59.77
CONVENIENCE STORE WITH GAS (2-4K)	945	PER FUEL POSITION	16.06	0.062	76	18.42	0.071	93	169	259.23	0.44	113.50
CONVENIENCE STORE WITH GAS (4-5.5K)	945	PER FUEL POSITION	27.04	0.065	18	22.76	0.068	23	41	375.35	0.11	39.87
CONVENIENCE STORE WITH GAS (5.5-10K)	945	PER FUEL POSITION	31.60	0.065	29	26.90	0.068	29	58	440.87	0.15	66.24
TOTAL		PER FUEL POSITION	*21.25*	*0.06*	176	*20.50*	*0.07*	210	386	*317.75*	1.00	279.39

Notes: Convenience Retail and Motor Vehicle Fueling Trip Generation based on the AM and PM Peak of adjacent street traffic per the 11th Edition of the ITE Trip Generation Manual. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Weighted Trip Study (TSw). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on the 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles for applicable ITE Land Use Codes. The Weighted Trip Generation Weight (TGw) is calculated based on Daily Trips multiplied by Weighted Trip Study. The total trips per unit of measure is the sum of the Weighted Trip Generation (WTG). Convenience Store Example: DT = ((62.54 / .062) + (49.11 / 0.060)) = 913.60; TSw = (78 / 346) = 0.23; TGw = (913.60 x 0.23) = 205.96. Convenience Store Trip Generation per 1,000 sq. ft. is the sum of (205.96 + 239.67 + 176.31 + 263.32) = 885.25. Motor Vehicle Fueling Trip Generation per fuel position is the sum of (59.77 + 113.50 + 39.87 + 66.24) = 279.39. The net trip generation rate for Convenience Retail is determined by multiplying the fuel position rate by two positions and subtracting the sum from the convenience store rate per 1,000 sq. ft.: (279.39 x 2) = 558.77; (885.25 - 558.77) = 326.47. ***Average values in the last row are shown in italics for informational purposes only.***

QUICK SERVICE RESTAURANT TRIP GENERATION												
ITE LAND USE	**ITE LAND USE CODE**	**VARIABLE**	**AM PEAK (7 to 9)**	**AM PEAK FACTOR**	**AM NUMBER OF STUDIES**	**PM PEAK (4 to 6)**	**PM PEAK FACTOR**	**PM NUMBER OF STUDIES**	**TOTAL NUMBER OF STUDIES (TS)**	**CALCULATED DAILY TRIPS (DT)**	**WEIGHTED TRIP STUDY (TSw)**	**WEIGHTED TRIP GENERATION (TGw)**
FAST CASUAL RESTAURANT	**930**	**1,000 SQ. FT.**	**1.43**	**0.015**	**1**	**12.55**	**0.074**	**15**	**16**	**132.46**	**0.03**	**4.53**
FAST FOOD WITHOUT DRIVE-THRU	**933**	**1,000 SQ. FT.**	**43.18**	**0.019**	**3**	**33.21**	**0.064**	**8**	**11**	**1395.77**	**0.02**	**32.81**
FAST FOOD WITH DRIVE-THRU	**934**	**1,000 SQ. FT.**	**44.61**	**0.035**	**96**	**33.03**	**0.067**	**190**	**286**	**883.78**	**0.61**	**540.09**
COFFEE DONUT WITHOUT DRIVE-THRU	**936**	**1,000 SQ. FT.**	**93.08**	**0.1**	**25**	**32.29**	**0.044**	**16**	**41**	**832.33**	**0.09**	**72.92**
COFFEE DONUT WITH DRIVE-THRU	**937**	**1,000 SQ. FT.**	**85.88**	**0.1**	**78**	**38.99**	**0.044**	**36**	**114**	**872.47**	**0.24**	**212.52**
TOTAL	**--**	**1,000 SQ. FT.**	***53.64***	***0.054***	**203**	***30.01***	***0.059***	**265**	**468**	***823.36***	**1.00**	**862.86**
NET TRIP GENERATION (BASED ON TGw PER 1,000 SQ. FT. MINUS TGw PER DRIVE-THRU: (862-86 - 507.99) = 354.87												**354.87**

Notes: Quick Service Restaurant Trip Generation based on the AM and PM Peak of adjacent street traffic per 1000 Sq Ft based on the 11th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Weighted Trip Study (TSw). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on the 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles for ITE Land Use Codes 930, 933, 934, 936 and 937. The Weighted Trip Generation Weight (TGw) is calculated based on Daily Trips multiplied by Weighted Trip Study. The total trips per 1000 Sq. Ft is the sum of the Weighted Trip Generation (WTG). Fast Casual Restaurant Example: DT = ((1.43/ .015) + (12.55 / 0.074)) = 132.46; TSw = (16 / 468) = 0.03; TGw = (132.46 x 0.03) = 4.53. Quick Service Restaurant Trip Generation per 1000 Sq Ft is the sum of (4.53 + 32.81 + 540.09 + 72.92 + 212.52) = 862.86. The average trip generation associated with drive-thru lanes is 507.99 trips. **The net trip generation is equal to 862.86 minus 507.99 = 354.87**. ***Average values in the last row are shown in italics for informational purposes only.***

AUTOMOTIVE REPAIR ESTABLISHMENT TRIP GENERATION

ITE LAND USE	ITE LAND USE CODE	VARIABLE	AM PEAK (7 to 9)	AM PEAK FACTOR	AM NUMBER OF STUDIES	PM PEAK (4 to 6)	PM PEAK FACTOR	PM NUMBER OF STUDIES	TOTAL NUMBER OF STUDIES (TS)	CALCULATED DAILY TRIPS (DT)	WEIGHTED TRIP STUDY (TSw)	WEIGHTED TRIP GENERATION (TGw)
AUTOMOBILE SALES NEW	840	SERVICE BAY	2.03	0.083	3	2.26	0.082	3	6	26.01	0.10	2.56
TIRE STORE	848	SERVICE BAY	2.10	0.066	9	3.42	0.091	10	19	34.70	0.31	10.81
TIRE SUPERSTORE	849	SERVICE BAY	2.01	0.066	11	3.17	0.091	12	23	32.64	0.38	12.31
QUICK LUBE VEHICLE SHOP	941	SERVICE BAY	3.00	0.083	1	4.85	0.115	10	11	39.16	0.18	7.06
AUTOMOBILE CARE CENTER	942	SERVICE BAY	1.52	0.083	1	2.17	0.115	1	2	18.59	0.03	0.61
TOTAL	--	SERVICE BAY	*2.13*	*0.076*	25	*3.17*	*0.099*	36	61	*30.22*	1.00	33.35

Notes: Vehicle Repair and Service Trip Generation based on the AM and PM Peak of adjacent street traffic per Service Bay based on the 11th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Weighted Trip Study (TSw). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on the 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles for ITE Land Use Codes 848 and 941. The Weighted Trip Generation Weight (TGw) is calculated based on Daily Trips multiplied by Weighted Trip Study. The total trips per Service Bay is the sum of the Weighted Trip Generation (WTG). Tire Store Example: DT = ((2.10 / .066) + (3.42 / 0.091)) = 34.70; TSw = (19 / 61) = 0.31; TGw = (34.70 x 0.31) = 10.81. Vehicle Repair and Service Trip Generation per bay is the sum of (2.56 + 10.81 + 12.31 + 7.06 + 0.61) = 33.35. ***Average values in the last row are shown in italics for informational purposes only.***

COMMERCIAL USE DRIVE-THRU TRIP GENERATION

ITE LAND USE	ITE LAND USE CODE	VARIABLE	AM PEAK (7 to 9)	AM PEAK FACTOR	AM NUMBER OF STUDIES	PM PEAK (4 to 6)	PM PEAK FACTOR	PM NUMBER OF STUDIES	TOTAL NUMBER OF STUDIES (TS)	CALCULATED DAILY TRIPS (DT)	WEIGHTED TRIP STUDY (TSw)	WEIGHTED TRIP GENERATION (TGw)
FAST FOOD WITH DRIVE-THRU NO INDOOR SEATING	935	DRIVE-THRU	43.00	0.035	1	59.50	0.067	6	7	1058.32	0.04	41.16
COFFEE DONUT WITH DRIVE-THRU NO INDOOR SEATING	938	DRIVE-THRU	39.81	0.100	20	15.08	0.044	8	28	370.41	0.16	57.62
BANK WITH DRIVE-THRU	912	DRIVE-THRU	8.54	0.063	36	27.07	0.102	109	145	200.47	0.81	161.49
TOTAL		DRIVE-THRU	*30.45*	*0.066*	57	*33.88*	*0.071*	123	180	*543.07*	1.00	260.27
PHARMACY WITH-OUT DRIVE-THRU	880	1,000 SQ. FT.	2.94	0.033	7	8.51	0.094	13	20	89.81	0.25	22.45
PHARMACY WITH DRIVE-THRU	881	1,000 SQ. FT.	3.74	0.033	21	10.25	0.094	39	60	111.19	0.75	83.39
TOTAL	--	1,000 SQ. FT.	*3.34*	*0.033*	28	*9.38*	*0.094*	52	80	*100.50*	1.00	105.84
NET TRIP GENERATION BASED ON PHARMACY W/ DRIVE-THRU (DT) MINUS PHARMACY W/O DRIVE-THRU (DT) TIMES AVERAGE PHARMACY SQ. FT. PER 1,000: (111.19 - 89.81 = 21.38); (13,000 / 1,000 = 13); (21.38 x 13 = 277.89)												277.89
NET TRIP GENERATION BASED ON AVERAGE OF WEIGHTED DRIVE-THRU & WEIGHTED PHARMACY DRIVE-THRU: (260.27 + 277.89 = 538.16); (538.16 / 2 = 269.08)												269.08
NET TRIP GENERATION BASED ON AVERAGE OF FIVE (5) MINUTE WAIT TIME OVER ONE (1) HOUR DIVIDED BY A WEIGHTED AVERAGE PM PEAK HOUR FACTOR OF 0.0958: (60 / 5 = 12); (12 / 0.0958 = 125.26)												125.26

Notes: Drive-Thru Trip Generation based on the AM and PM Peak of adjacent street traffic per 1000 Sq Ft based on the 11th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Weighted Trip Study (TSw). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on the 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles. The Weighted Trip Generation Weight (TGw) is calculated based on Daily Trips multiplied by Weighted Trip Study. The total trips per drive-thru is the sum of the Weighted Trip Generation (WTG). Fast Food with Drive-Thru Example: DT = ((43.00 / .035) + (59.50 / 0.067)) = 1058.32; TSw = (7 / 180) = 0.04; TGw = (1058.32 x 0.04) = 41.16. Drive-Thru Trip Generation is the sum of (41.16 + 57.62 + 161.49) = 260.27. A trip generation per drive-thru was then calculated for pharmacies based on AM and PM peak hour trip generation for a pharmacy with and with-out a drive-thru. The difference in daily trip generation between a pharmacy with and with-out a drive-thru was then calculated. The difference was then calculated for a typically size pharmacy of 13,000 sq. feet. The average of the two drive-thru analysis was then calculated for an average weighted daily trip generation of 269.08 for a drive-thru. The land uses tend to be higher trip generators. A trip generation rate was then calculated assuming 12 vehicles and hour using a drive-thru (5 minutes per vehicle). This average value was then converted to a daily trip generation rate based on the weighted average PM Peak Hour factor for all land uses (0.0958). The new trip generation result is a daily trip generation of 125.26 per drive-thru. This analysis was done to illustrate that the calculated rates did not exceed those of higher trip generating land uses. ***Average values in the last row are shown in italics for informational purposes only.***

FINANCIAL SERVICES DRIVE-THRU TRIP GENERATION												
ITE LAND USE	**ITE LAND USE CODE**	**VARIABLE**	**AM PEAK (7 to 9)**	**AM PEAK FACTOR**	**AM NUMBER OF STUDIES**	**PM PEAK (4 to 6)**	**PM PEAK FACTOR**	**PM NUMBER OF STUDIES**	**TOTAL NUMBER OF STUDIES**	**CALCULATED DAILY TRIPS (TG)**	**TRIP STUDIED (WEIGHTED)**	**TRIP GENERATION (WEIGHTED)**
BANK	**912**	**1,000 SF**	**9.95**	**0.063**	**44**	**21.01**	**0.102**	**114**	**158**	**181.96**	**0.52**	**94.88**
BANK	**912**	**DRIVE-THRU**	**8.54**	**0.063**	**36**	**27.07**	**0.102**	**109**	**145**	**200.47**	**0.48**	**95.94**
TOTAL / *AVERAGE*			***9.25***	**0.063**	**80**	***24.04***	**0.102**	**223**	**303**	***191.22***	**1.00**	**190.82**
ITE LAND USE	**ITE LAND USE CODE**	**VARIABLE**	**WEIGHTED AM PEAK (7 to 9)**	**WEIGHTED AM PEAK FACTOR**	**WEIGHTED AM NUMBER OF STUDIES**	**WEIGHTED PM PEAK (4 to 6)**	**WEIGHTED PM PEAK FACTOR**	**WEIGHTED PM NUMBER OF STUDIES**	**TOTAL NUMBER OF STUDIES**	**WEIGHTED PEAK HOUR TRIPS**	**WEIGHTED PEAK HOUR FACTOR**	**WEIGHTED DAILY TRIPS (DT)**
BANK	**912**	**1,000 SF**	**2.77**	**0.018**	**0.28**	**15.16**	**0.074**	**0.72**	**158**	**17.93**	**0.09**	**196.73**
BANK	**912**	**DRIVE-THRU**	**2.12**	**0.016**	**0.25**	**20.35**	**0.077**	**0.75**	**145**	**22.47**	**0.09**	**243.39**
NET TRIP GENERATION TGw PER BANK DRIVE-THRU MINUS TGw FOR HIGH-IMPACT RETAIL (PER 1,000 SQ. FT.) (243.39 - 106.33) = 137.06												**137.06**

Notes: Bank Drive-Thru Trip Generation based on the AM and PM Peak of adjacent street traffic per room based on the 11th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Trip Study Weight (TSW). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. Peak factors based on the 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles for ITE Land Use Codes 912. The Trip Generation Weight (TGw) is calculated based on daily trips multiplied by Trip Study Weight (TSw). The total trips per room is the sum of the weighted Trip Generation (TGw).

The trip generation per drive-thru is based on the weighted daily trips per drive-thru of 243.39 minus the weighted daily trips per 1,000 sq. ft. for High-Impact Retail Uses 106.33 for a net trip generation of 137.06 (243.39 - 106.33 = 137.06). The mobility fee for the square footage of the Financial Services building is based on the trip generation for High-Impact Retail land uses.

OVERNIGHT LODGING TRIP GENERATION												
ITE LAND USE	ITE LAND USE CODE	VARIABLE	AM PEAK (7 to 9)	AM PEAK FACTOR	AM NUMBER OF STUDIES	PM PEAK (4 to 6)	PM PEAK FACTOR	PM NUMBER OF STUDIES	TOTAL NUMBER OF STUDIES (NS)	CALCULATED DAILY	TRIP STUDIED (WEIGHTED)	TRIP GENERATION (WEIGHTED)
HOTEL	310	ROOM	0.46	0.053	28	0.59	0.077	31	59	8.17	0.30	2.46
ALL SUITES HOTEL	311	ROOM	0.34	0.052	9	0.36	0.077	10	19	5.61	0.10	0.54
BUSINESS HOTEL	312	ROOM	0.36	0.071	17	0.31	0.069	24	41	4.78	0.21	1.00
MOTEL	320	ROOM	0.35	0.066	15	0.36	0.071	20	35	5.19	0.18	0.93
RESORT HOTEL	330	ROOM	0.32	0.050	6	0.41	0.050	9	15	7.30	0.08	0.56
TIMESHARE	265	ROOM	0.40	0.060	14	0.63	0.060	13	27	8.58	0.14	1.18
TOTAL	--	--	--	--	89	--	--	107	196	--	1.00	6.67

Notes: Overnight Lodging Trip Generation based on the AM and PM Peak of adjacent street traffic per room based on the 11th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Trip Study Weight (TSW). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on the 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles. The Trip Generation Weight (TGW) is calculated based on daily trips multiplied by Trip Study Weighting. The total trips per room is the sum of the weighted Trip Generation (TGW). Hotel Example: DT = ((0.46 / .053) + (0.59 / 0.077)) = 8.17; TSW = (59 / 196) = 0.30; TGW = (8.17 x 0.30) = 2.46. Hotel Trip Generation: Sum (2.46 + 0.54 + 1.00 + 0.93 + 0.56 +1.18) = 6.67.
Average values in the last row are shown in italics for informational purposes only.

QUICK SERVICE RESTAURANT DRIVE-THRU TRIP GENERATION												
ITE LAND USE	**ITE LAND USE CODE**	**VARIABLE**	**AM PEAK (7 to 9)**	**AM PEAK FACTOR**	**AM NUMBER OF STUDIES**	**PM PEAK (4 to 6)**	**PM PEAK FACTOR**	**PM NUMBER OF STUDIES**	**TOTAL NUMBER OF STUDIES (TS)**	**CALCULATED DAILY TRIPS (DT)**	**WEIGHTED TRIP STUDY (TSw)**	**WEIGHTED TRIP GENERATION (TGw)**
FAST FOOD WITH DRIVE-THRU NO INDOOR SEATING	**935**	**PER DRIVE-THRU**	**43.00**	**0.035**	**1**	**59.50**	**0.067**	**6**	**7**	**1058.32**	**0.20**	**211.66**
COFFEE DONUT WITH DRIVE-THRU NO INDOOR SEATING	**938**	**PER DRIVE-THRU**	**39.81**	**0.100**	**20**	**15.08**	**0.044**	**8**	**28**	**370.41**	**0.80**	**296.33**
TOTAL	**--**	**PER DRIVE-THRU**	***41.41***	***0.07***	**21**	***37.29***	***0.06***	**14**	**35**	***714.36***	**1.00**	**507.99**

Notes: Quick Service Restaurant Drive-Thru Trip Generation based on the AM and PM Peak of adjacent street traffic per 1000 Sq Ft based on the 11th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Weighted Trip Study (TSw). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on the 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles for ITE Land Use Codes 934 and 937. The Weighted Trip Generation Weight (TGw) is calculated based on Daily Trips multiplied by Weighted Trip Study. The total trips per drive-thru is the sum of the Weighted Trip Generation (WTG). Fast Food with Drive-Thru Example: DT = ((43.00 / .035) + (59.50 / 0.067)) = 1058.32; TSw = (7 / 35) = 0.20; TGw = (1058.32 x 0.20) = 211.66. Quick Service Restaurant Drive-Thru Trip Generation per lane is the sum of (211.66 + 296.33) = 507.99. ***Average values in the last row are shown in italics for informational purposes only.***

MOBILE RESIDENCE TRIP GENERATION												
ITE LAND USE	ITE LAND USE CODE	VARIABLE	AM PEAK (7 to 9)	AM PEAK FACTOR	AM NUMBER OF STUDIES	PM PEAK (4 to 6)	PM PEAK FACTOR	PM NUMBER OF STUDIES	TOTAL NUMBER OF STUDIES	CALCULATED DAILY	TRIP STUDIED (WEIGHTED)	TRIP GENERATION (WEIGHTED)
MOBILE HOME PARK	420	UNIT	0.39	0.079	9	0.58	0.094	9	18	5.55	0.45	2.50
RV PARK	416	LOT	0.21	0.066	4	0.27	0.071	6	10	3.49	0.25	0.87
RECREATIONAL HOME	260	ROOM	0.22	0.060	6	0.29	0.080	6	12	3.65	0.30	1.09
TOTAL	--	--	--	--	19	--	--	21	40	--	1.00	4.47

Notes: Mobile Residence Trip Generation based on the AM and PM Peak of adjacent street traffic per room based on the 11th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Trip Study Weight (TSW). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on the 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles. The Trip Generation Weight (TGW) is calculated based on daily trips multiplied by Trip Study Weighting. The total trips per room is the sum of the weighted Trip Generation (TGW). RV Park Example: DT = ((0.21 / .066) + (0.27 / 0.071)) = 3.49; TSW = (10 / 40) = 0.25; TGW = (3.49 x 0.50) = 0.87. RV Park Trip Generation: Sum (2.50 + 0.87 + 1.09) = 4.47. ***Average values in the last row are shown in italics for informational purposes only.***

VEHICLE FUELING TRIP GENERATION												
USE	**ITE LAND USE CODE**	**UNIT OF MEASURE**	**AM PEAK (7 to 9)**	**AM PEAK FACTOR**	**AM NUMBER OF STUDIES**	**PM PEAK (4 to 6)**	**PM PEAK FACTOR**	**PM NUMBER OF STUDIES**	**TOTAL NUMBER OF STUDIES (TS)**	**DAILY TRIPS (DT)**	**WEIGHTED TRIP STUDY (TSw)**	**WEIGHTED TRIP GENERATION (TGw)**
GASOLINE SERVICE STATION	**944**	**PER FUEL POSITION**	**10.28**	**0.050**	**53**	**13.91**	**0.075**	**65**	**118**	**195.53**	**0.31**	**59.77**
CONVENIENCE STORE WITH GAS (2-4K)	**945**	**PER FUEL POSITION**	**16.06**	**0.062**	**76**	**18.42**	**0.071**	**93**	**169**	**259.23**	**0.44**	**113.50**
CONVENIENCE STORE WITH GAS (4-5.5K)	**945**	**PER FUEL POSITION**	**27.04**	**0.065**	**18**	**22.76**	**0.068**	**23**	**41**	**375.35**	**0.11**	**39.87**
CONVENIENCE STORE WITH GAS (5.5-10K)	**945**	**PER FUEL POSITION**	**31.60**	**0.065**	**29**	**26.90**	**0.068**	**29**	**58**	**440.87**	**0.15**	**66.24**
TOTAL		**PER FUEL POSITION**	***21.25***	***0.06***	**176**	***20.50***	***0.07***	**210**	**386**	***317.75***	**1.00**	**279.39**
NET TRIP GENERATION (CONVENIENCE STORE TRIP GENERATION PER 1,000 SQ. FT. MINUS TRIPS PER AVERAGE FUEL POSITIONS PER STORE: (605.86 / 8) = 75.73; (279.39 - 75.73) = 203.65												**203.65**

Notes: Motor Vehicle Fueling Trip Generation based on the AM and PM Peak of adjacent street traffic per the 11th Edition of the ITE Trip Generation Manual. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Weighted Trip Study (TSw). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on the 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles for applicable ITE Land Use Codes. The Weighted Trip Generation Weight (TGw) is calculated based on Daily Trips multiplied by Weighted Trip Study. The total trips per unit of measure is the sum of the Weighted Trip Generation (WTG). Gasoline Service Station Example: DT = ((10.28 / .050) + (13.91 / 0.075)) = 195.53; TSw = (118 / 386) = 0.31; TGw = (195.53 x 0.31) = 59.77. Motor Vehicle Fueling Trip Generation per 1,000 sq. ft. is the sum of (59.77 + 113.50 + 39.87 + 66.24) = 279.39. The following are the average number of fueling positions per ITE Code: 944: 8; 945 (2-4k): 4; 945 (4-5.5K): 12; 945 (5.5-10k): 20. The average fuel positions were then multiplied by weighted trip studies per ITE Code (944: (8 x 0.31) = 2.45; 945 (2-4k): (4 x 0.44) = 1.75; 945 (4-5.5K): (12 x 0.11) = 1.27; 945 (5.5-10k): (20 x 0.15) = 3.01) The average over all ITE uses was 8 fuel positions (2.44 + 1.75 + 1.27 + 3.01). To determine a share of trips attributable per fuel position, the net trip generation per 1,000 sq. ft. for convenience stores was divided by 8. (605.86 / 8) = 75.73. The convenience store trips per position were subtracted from trips per fuel position (279.39 - 75.73) = 203.65.

Average values in the last row are shown in italics for informational purposes only.

VEHICLE CLEANING TRIP GENERATION								
NUMBER OF STUDIES								
ITE LAND USE	**ITE LAND USE CODE**	**UNIT OF MEASURE**	**PM PEAK (4 to 6)**	**PM PEAK FACTOR**	**NUMBER OF STUDIES / UNITS**	**CALCULATED DAILY TRIPS (DT)**	**WEIGHTED TRIP STUDY (TSw)**	**WEIGHTED TRIP GENERATION (TGw)**
SELF SERVICE CAR WASH	**947**	**STALL**	**5.54**	**0.087**	**6**	**63.68**	**0.60**	**38.21**
AUTOMATED CAR WASH	**948**	**TUNNEL**	**77.50**	**0.087**	**3**	**890.80**	**0.30**	**267.24**
CAR WASH & DETAIL CENTER	**949**	**STALL**	**13.60**	**0.087**	**1**	**156.32**	**0.10**	**15.63**
TOTAL	**--**	**--**	**--**	**--**	**10**	**--**	**1.00**	**321.08**
NUMBER OF UNITS								
SELF SERVICE CAR WASH	**947**	**STALL**	**5.54**	**0.087**	**7**	**445.75**	**0.58**	**260.02**
CAR WASH & DETAIL CENTER	**949**	**STALL**	**13.60**	**0.087**	**5**	**781.61**	**0.42**	**325.67**
TOTAL	**--**	**--**	**--**	**--**	**12**	**--**	**1.00**	**585.69**

Notes: Car Wash Trip Generation based on the PM Peak of adjacent street traffic per unit of measure based on the 11th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. The total number of studies (TS) conducted for the PM Peak are used to calculate a Weighted Trip Study (TSw). The Daily Trips (DT) generation is based on the PM Peak divided by the PM Peak factor. PM Peak factors based on the 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles for ITE Land Use Codes 949. The Weighted Trip Generation Weight (TGw) is calculated based on Daily Trips multiplied by Weighted Trip Study. The total trips is the sum of the Weighted Trip Generation (WTG). Self-Service Car Wash Example: DT = ((5.54 / .087) = 63.68; TSw = (6 / 10) = 0.60; TGw = (63.68 x 0.60) = 38.21. Car Wash Trip Generation is the sum of (38.21 + 267.24 + 15.63) = 321.08. Automated car washed typically feature one (1) lane and one (1) tunnel. Some high volume car washes will feature two (2) or (3) approach lanes. Self service or full service car washes may feature between four (4) and eight (8) stalls. The high volume car washes will feature multiple finishing stations for vacuuming and detailing vehicles. An additional analysis based on total units of measure was performed to illustrate that on a daily trip basis, car washes produce similar results for the facility as a whole. For car washes with a tunnel system, the trip generation would also apply to every three (3) finishing stations based on TGw divided by Average Number of Stalls multiplied by three (3): (585.69 / 6 = 97.61); (97.61 x 3 = 328.02). Accounting for the number of finishing stations levels the trip generation between self service and automated car washes. For automated stations, the trip generation would also include 321.08 trip per five (5) finishing stations.

APPENDIX K

Person Travel Demand per Use (PTDu)

APPENDIX K: PERSON TRAVEL DEMAND (PTD)										
LAND USE CATEGORIES (DARK GREY), USE CLASSIFICATIONS, & REPRESENTATIVE USES (IN PARENTHESES)	UNIT OF MEASURE (UOM)	TRIP GENERATION (TG)	% NEW TRIPS (NT)	VEHICLE TRAVEL LENGTH (VTL)	LIMITED ACCESS EVALUATION FACTOR (LAEf)	ORIGIN DESTINATION FACTOR (ODf)	VEHICLE MILES OF TRAVEL (VMT)	PERSON MILES OF TRAVEL FACTOR (PMTf)	PERSON TRAVEL DEMAND (PTD)	TRIP PURPOSE ID
Residential Uses										
Residential Dwelling (attached, detached, duplex, group, row, multiple-family, single-family)	per 1,000 Sq. Ft.	5.62	1.00	3.86	0.754	0.50	8.18	1.61	13.17	5
Institutional Uses										
Community Serving (Center, Club, Clubhouse, Lodge, Museum, Performance Venues, Place of Assembly or Worship)	per 1,000 Sq. Ft.	5.52	0.90	3.90	0.754	0.50	7.30	1.28	9.35	20
Long Term Care (Adult Day Care, Assisted Living, Continuum of Care Facility, Group Care, Nursing Home)	per Bed	2.17	0.50	3.82	0.754	0.50	1.56	1.53	2.39	45
Private Education (Afterschool, Child Care or Day Care, K-12, Pre-K, Trade School, Tutor)	per Student	1.96	0.50	4.64	0.754	0.50	1.71	1.58	2.71	50
Commercial Recreation Facility Uses										
Outdoor Recreation (Fields, Fitness, Multi-Purpose, Sports)	per Acre	18.58	0.60	3.82	0.754	0.50	16.05	1.73	27.77	40
Outdoor Recreation (Pickleball, Racquetball, Tennis Courts)	per Court	29.02	0.60	3.82	0.754	0.50	25.08	1.73	43.38	40
Outdoor Recreation (Golf Course)	per Hole	30.38	0.60	3.82	0.754	0.50	26.25	1.73	45.41	40
Indoor Recreation (Fitness, Gym, Health, Indoor Amusement, Entertainment or Sports, Kids Activities or Fitness)	per 1,000 Sq. Ft.	24.86	0.60	3.82	0.754	0.50	21.48	1.73	37.16	40
Industrial Uses										
Industrial (Heavy, Flex-Unit, Light, Micro-brewery, Self or Outdoor Storage, Utilities)	per 1,000 Sq. Ft.	3.69	1.00	4.21	0.754	0.50	5.86	1.22	7.15	10
Office Uses										
Business (Business, Profession and Occupation, Business or Professional Service, Higher Education, Hospital)	per 1,000 Sq. Ft.	11.58	0.70	4.21	0.754	0.50	12.87	1.22	15.70	10
Medical or Dental (Clinic, Dental, Health Service, Laboratory, Emergency Care, Rehab, Veterinary)	per 1,000 Sq. Ft.	32.84	0.60	3.74	0.754	0.50	27.78	1.29	35.84	55
Retail Sales and Service Uses										
Multi-Tenant Retail (Goods, Merchandise, Personal Services, Restaurant, Retail, Street Level Mixed-Use)	per 1,000 Sq. Ft.	39.39	0.20	3.48	0.754	0.50	10.34	1.41	14.57	30
Free-Standing Retail (Auto, Discount, Home Improvement, Superstore, Wholesale)	per 1,000 Sq. Ft.	49.12	0.30	3.37	0.754	0.50	18.72	1.27	23.78	25
High Impact Retail (Drinking Establishment, Financial Service, Full Service Restaurant, Grocery, Package Liquor, Pharmacy)	per 1,000 Sq. Ft.	106.33	0.20	3.48	0.754	0.50	27.90	1.41	39.34	30
Convenience Retail (Convenience Store, Gas or Service Station)	per 1,000 Sq. Ft.	605.86	0.15	3.68	0.754	0.50	126.08	1.24	156.34	15
Quick Service Restaurant (Carry Out, Delivery Oriented, Drive-In, Fast Casual, Fast Food)	per 1,000 Sq. Ft.	354.87	0.20	3.73	0.754	0.50	99.80	1.47	146.71	35
Non-Residential Additive Uses (All uses are additive except mobile residence and overnight lodging)										
Automotive Repair Establishment (Major or Minor Repair, Tires)	per Bay or Stall	33.35	0.40	3.68	0.754	0.50	18.51	1.24	22.95	15
Commercial Use Drive-Thru (Convenience, Dry Cleaner, High Impact Retail, Retail)	per Lane	125.26	0.25	3.48	0.754	0.50	41.08	1.41	57.93	30
Financial Service Drive-Thru Lane or Free-Standing ATM (Banks, Credit Unions, Other Financial)	per Lane / ATM	137.06	0.30	3.68	0.754	0.50	57.05	1.24	70.74	15
Overnight Lodging (B&B, Hotel, Motel, Short Term Vacation Rental)	per Room	6.67	0.70	3.86	0.754	0.50	6.79	1.61	10.94	5
Quick Service Restaurant Drive Thru	per Lane	507.99	0.15	3.73	0.754	0.50	107.15	1.47	157.51	35
Mobile Residence (Mobile Home (MH), Recreational Vehicle (RV), Travel Trailer (TT), MH, RV, and / or TT Park)	per Space / Lot	4.47	0.70	3.86	0.754	0.50	4.55	1.61	7.33	5
Vehicle Charging or Fueling (Commercial Facility which requires Membership or Payment)	per Charging or Fueling Position	203.65	0.10	3.68	0.754	0.50	28.25	1.24	35.03	15
Vehicle Cleaning (Automated, Carwash, Detailing, Self-Service, Wash, Wax)	per Lane or Stall plus per five (5) Stations	321.08	0.10	3.68	0.754	0.50	44.55	1.24	55.24	15
Note: Trip Purpose ID corresponds to Appendix L. Vehicle travel length and Person Miles of Travel are obtained from Trip Purpose Appendix L.										

APPENDIX L

2022 National Household Travel Survey Data: Trip Purpose

APPENDIX L: NATIONAL HOUSEHOLD TRAVEL SURVEY (NHTS) TRIP PURPOSE										
ID	TRIP PURPOSE	PERSON TRIPS (PT)	PERSON TRIP FACTOR (PTf)	PERSON MILES OF TRAVEL (PMT)	PERSON MILES OF TRAVEL FACTOR (PMTf)	PERSON TRIP LENGTH (PTL)	VEHICLE TRIPS (VT)	VEHICLE MILES OF TRAVEL (VMT)	VEHICLE TRIP LENGTH (VTL)	VEHICLE OCCUPANCY (VO)
5	HOME	4,077,137,371	1.76	14,428,511,809	1.61	3.54	2,318,432,298	8,951,468,620	3.86	1.23
10	WORK	829,551,714	1.24	3,859,401,570	1.21	4.65	669,398,667	3,191,471,272	4.77	1.11
15	PERSONAL ERRANDS	1,018,647,973	1.45	3,218,551,536	1.24	3.16	703,125,550	2,590,454,329	3.68	1.57
20	COMMUNITY SERVING	252,365,235	2.34	820,564,285	1.44	3.25	107,818,479	570,008,450	5.29	1.57
25	BUY GOODS / ERRANDS	2,409,133,717	1.53	6,725,711,638	1.27	2.79	1,571,530,157	5,295,220,608	3.37	1.46
30	BUY GOODS / MEALS / ERRANDS	3,367,318,756	1.58	10,436,170,065	1.41	3.10	2,129,740,534	7,405,489,100	3.48	1.54
35	BUY MEALS / ERRANDS	1,976,833,012	1.57	6,929,009,963	1.47	3.51	1,261,335,927	4,700,722,820	3.73	1.63
40	EXERCISE / RECREATION / ENTERTAINMENT	1,113,681,408	4.12	3,226,235,756	2.87	2.90	270,338,373	1,124,323,313	4.16	2.13
45	HOME / FAMILY CARE	4,079,877,727	1.76	14,431,432,698	1.61	3.54	2,319,878,177	8,953,214,516	3.86	1.62
50	SCHOOL / COMMUNITY SERVICE / FAMILY CARE	913,659,810	1.93	3,473,235,486	1.58	3.80	473,267,051	2,197,012,109	4.64	1.86
55	MEDICAL / DENTAL / WORK	981,842,482	1.27	4,522,037,671	1.25	4.61	773,565,109	3,616,335,988	4.67	1.31

Source: 2022 National Household Travel Survey (NHTS). Summary of Trip Purpose for South Atlantic MSA/CMSA with more than 1 million population and heavy rail. Average of trips based on trip lengths of 10 Miles or Less.

APPENDIX M

Palm Beach County: Household Travel

APPENDIX M: PALM BEACH COUNTY HOUSEHOLD TRAVEL BY DISTANCE (2019 TO 2024)

Date	Population Staying at Home	Population Not Staying at Home	Number of Trips	Number of Trips <1 Mile	Number of Trips 1-3 Miles	Number of Trips 3-5 Miles	Number of Trips 5-10 Miles	Number of Trips 10-25 Miles	Number of Trips Less than 3 Miles	Number of Trips Less than 5 Miles	Number of Trips Less than 10 Miles	Number of Trips Greater Than 25 Miles
2019	246,603	1,250,167	1,976,653,026	508,039,303	470,246,877	249,542,718	330,281,448	299,091,085	978,286,180	1,227,828,898	1,558,110,346	119,451,595
2020	354,155	1,142,615	1,632,223,205	447,783,662	417,138,910	206,849,557	248,266,992	209,015,689	864,922,572	1,071,772,129	1,320,039,121	103,168,395
2021	310,656	1,186,114	1,846,273,174	567,784,350	438,366,484	228,390,267	279,238,689	230,400,379	1,006,150,834	1,234,541,101	1,513,779,790	102,093,005
2022	300,016	1,196,754	1,926,996,168	566,356,409	435,443,043	245,758,922	309,206,851	254,808,118	1,001,799,452	1,247,558,374	1,556,765,225	115,422,825
2023	310,371	1,186,399	2,139,761,412	633,389,237	495,290,101	266,919,241	336,085,680	285,552,745	1,128,679,338	1,395,598,579	1,731,684,259	122,524,408
2024	297,979	1,198,791	341,330,555	104,792,245	76,970,176	41,058,056	52,414,142	46,679,986	181,762,421	222,820,477	275,234,619	19,415,950
Total			9,863,237,540	2,828,145,206	2,333,455,591	1,238,518,761	1,555,493,802	1,325,548,002	5,161,600,797	6,400,119,558	7,955,613,360	582,076,178
Percentage			100.00%	28.67%	23.66%	12.56%	15.77%	13.44%	52.33%	64.89%	80.66%	5.90%
Average			1,904,381,397	544,670,592	451,297,083	239,492,141	300,615,932	255,773,603	995,967,675	1,235,459,816	1,536,075,748	112,532,046
Percentage			100.00%	28.60%	23.70%	12.58%	15.79%	13.43%	52.30%	64.87%	80.66%	5.91%

Note: The total trips by distance, the percentage of total trips, the total trips and percentage less than 5 miles, less than 10 miles and more than twenty five miles was prepared by NUE Urban Concepts, LLC as of April 2024. The data for the years 2019 thru 2023 are total household trips for the entire year.

Source: U.S. Department of Transportation (DOT) Bureau of Transportation Statistics (BTS). Trips by Distance –Palm Beach County, FL (Federal Information Processing Standard (FIPS) Code 12099): The Trips by Distance data and number of people staying home and not staying home are estimated for the Bureau of Transportation Statistics by the Maryland Transportation Institute and Center for Advanced Transportation Technology Laboratory at the University of Maryland. The travel statistics are produced from an anonymized national panel of mobile device data from multiple sources. All data sources used in the creation of the metrics contain no personal information. Data analysis is conducted at the aggregate national, state, and county levels. Trips are defined as movements that include a stay of longer than 10 minutes at an anonymized location away from home. Home locations are imputed on a weekly basis. A movement with multiple stays of longer than 10 minutes before returning home is counted as multiple trips. Trips capture travel by all modes of transportation. including driving, rail, transit, and air. Website: https://data.bts.gov/Research-and-Statistics/Trips-by-Distance-County/p3sz-y9us/about_data

APPENDIX N

Mobility Fee Schedule

APPENDIX N: MOBILITY FEE		
LAND USE CATEGORIES (DARK GREY), USE CLASSIFICATIONS, & REPRESENTATIVE USES (IN PARENTHESES)	UNIT OF MEASURE (UOM)	2025 MOBILITY FEE
Residential Uses		
Residential Dwelling (attached, detached, duplex, group, row, multiple-family, single-family)	per 1,000 Sq. Ft.	$3,659
Institutional Uses		
Community Serving (Center, Club, Clubhouse, Lodge, Museum, Performance Venues, Place of Assembly or Worship)	per 1,000 Sq. Ft.	$2,598
Long Term Care (Adult Day Care, Assisted Living, Continuum of Care Facility, Group Care, Nursing Home)	per Bed	$664
Private Education (Afterschool, Child Care or Day Care, K-12, Pre-K, Trade School, Tutor)	per Student	$753
Commercial Recreation Facility Uses		
Outdoor Recreation (Fields, Fitness, Multi-Purpose, Sports)	per Acre	$7,719
Outdoor Recreation (Pickleball, Racquetball, Tennis Courts)	per Court	$12,056
Outdoor Recreation (Golf Course)	per Hole	$12,621
Indoor Recreation (Fitness, Gym, Health, Indoor Amusement, Entertainment or Sports, Kids Activities or Fitness)	per 1,000 Sq. Ft.	$10,328
Industrial Uses		
Industrial (Heavy, Flex-Unit, Light, Micro-brewery, Self or Outdoor Storage, Utilities)	per 1,000 Sq. Ft.	$1,986
Office Uses		
Business (Business, Profession and Occupation, Business or Professional Service, Higher Education, Hospital)	per 1,000 Sq. Ft.	$4,362
Medical or Dental (Clinic, Dental, Health Service, Laboratory, Emergency Care, Rehab, Veterinary)	per 1,000 Sq. Ft.	$9,960
Retail Sales and Service Uses		
Multi-Tenant Retail (Goods, Merchandise, Personal Services, Restaurant, Retail, Street Level Mixed-Use)	per 1,000 Sq. Ft.	$4,050
Free-Standing Retail (Auto, Discount, Home Improvement, Superstore, Wholesale)	per 1,000 Sq. Ft.	$6,608
High Impact Retail (Drinking Establishment, Financial Service, Full Service Restaurant, Grocery, Package Liquor, Pharmacy)	per 1,000 Sq. Ft.	$10,933
Convenience Retail (Convenience Store, Gas or Service Station)	per 1,000 Sq. Ft.	$43,449
Quick Service Restaurant (Carry Out, Delivery Oriented, Drive-In, Fast Casual, Fast Food)	per 1,000 Sq. Ft.	$40,773
Non-Residential Additive Uses (All uses are additive except mobile residence and overnight lodging)		
Automotive Repair Establishment (Major or Minor Repair, Tires)	per Bay or Stall	$6,378
Commercial Use Drive-Thru (Convenience, Dry Cleaner, High Impact Retail, Retail)	per Lane	$16,099
Financial Service Drive-Thru Lane or Free-Standing ATM (Banks, Credit Unions, Other Financial)	per Lane / ATM	$19,658
Overnight Lodging (B&B, Hotel, Motel, Short Term Vacation Rental)	per Room	$3,040
Quick Service Restaurant Drive Thru	per Lane	$43,774
Mobile Residence (Mobile Home (MH), Recreational Vehicle (RV), Travel Trailer (TT), MH, RV, and / or TT Park)	per Space / Lot	$2,037
Vehicle Charging or Fueling (Commercial Facility which requires Membership or Payment)	per Charging or Fueling Position	$9,736
Vehicle Cleaning (Automated, Carwash, Detailing, Self-Service, Wash, Wax)	per Lane or Stall plus per five (5) Stations	$15,351

APPENDIX O

Bedrooms & Household Vehicles

APPENDIX O: VILLAGE OF PALM SPRINGS VEHICLE AVAILABILITY & BEDROOMS BY TENURE					
VEHICLE AVAILABILITY BY HOUSEHOLD			**NUMBER OF BEDROOMS BY HOUSEHOLD**		
Owner occupied:	**4,135**	**Number of Bedrooms**	**Owner occupied:**	**4,135**	**Vehicles Available**
No vehicle available	168	0	No bedroom	28	0
1 vehicle available	1,338	0, 1 & 2	1 bedroom	451	0 & 1
2 vehicles available	1,581	2 & 3	2 bedrooms	1,259	1 & 2
3 vehicles available	719	3 & 4	3 bedrooms	1,987	2 & 3
4 vehicles available	191	4	4 bedrooms	306	3 & 4
5 or more vehicles available	138	5 or More	5 or more bedrooms	104	5 or More
Renter occupied:	**4,592**	**Number of Bedrooms**	**Renter occupied:**	**4,592**	**Vehicles Available**
No vehicle available	357	0	No bedroom	74	0
1 vehicle available	1,778	0, 1 & 2	1 bedroom	1,058	0 & 1
2 vehicles available	1,791	2 & 3	2 bedrooms	2,710	1 & 2
3 vehicles available	427	3 & 4	3 bedrooms	657	3 & 4
4 vehicles available	145	3 & 4	4 bedrooms	61	4 & 5
5 or more vehicles available	94	5	5 or more bedrooms	32	5

American Community Survey (2023) U.S. Census Bureau. Tenure by Vehicles Available (Table ID B25044; Dataset ACSDTS5Y2023) Tenure by Bedrooms (Table ID: B25042, Dataset ACSDT5Y2023)

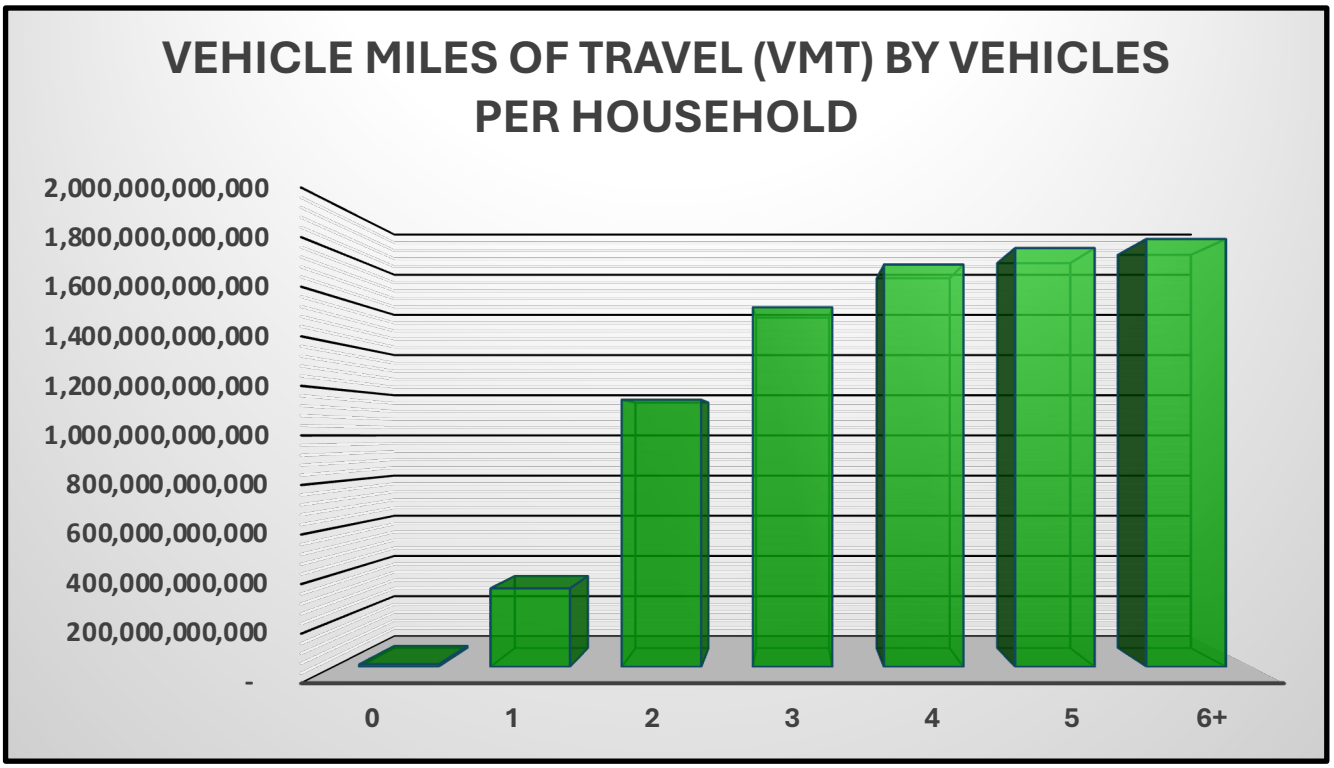
APPENDIX O: VILLAGE OF PALM SPRINGS RESIDENTIAL SIZE AND BEDROOMS				
SINGLE FAMILY DETACHED RESIDENTIAL				
SQUARE FOOTAGE THRESHOLDS	UNITS	BEDS	SQ. FT.	BEDS PER UNIT
UNDER 750	139	260	80,071	1.87
750 to 1,000	342	779	302,879	2.28
1,001 to 1,250	664	1,769	755,860	2.66
1,251 to 1,500	662	1,946	907,573	2.94
1,501 to 2,000	754	2,336	1,276,044	3.10
2,001 to 2,500	175	604	385,250	3.45
2,501 to 3,000	47	167	126,203	3.55
ABOVE 3,000	20	81	69,111	4.05
TOTAL	2,803	7,942	3,902,991	2.83
Palm Beach County Property Appraiser (2025)				
CONDOS				
SQUARE FOOTAGE THRESHOLDS	UNITS	BEDS	SQ. FT.	BEDS PER UNIT
UNDER 750	688	688	454,121	1.00
750 to 1,000	1,347	2,181	1,161,731	1.62
1,001 to 1,250	120	303	137,200	2.53
ABOVE 1,250	7	14	9,973	2.00
TOTAL	2,162	3,186	1,763,025	1.47
Palm Beach County Property Appraiser (2025)				
TOWNHOMES				
SQUARE FOOTAGE THRESHOLDS	UNITS	BEDS	SQ. FT.	BEDS PER UNIT
UNDER 1,000	166	332	157,712	2.00
1,001 to 1,250	778	1,575	924,934	2.02
1,251 to 1,500	361	867	474,127	2.40
ABOVE 1,500	696	2,088	1,112,208	3.00
TOTAL	2,001	4,862	2,668,981	2.43
Palm Beach County Property Appraiser (2025)				

APPENDIX P

2022 National Household Travel Survey: Household Vehicles

APPENDIX W: VEHICLE TRAVEL BY VEHICLES PER HOUSEHOLD				
VEHICLES PER HOUSEHOLD	VEHICLE MILES OF TRAVEL (VMT)	NUMBER OF VEHICLES	VEHICLE MILES OF TRAVEL (VMT) BY VEHICLE	VEHICLE TRIPS
0	11,372,173,826	10,712,489	1,062	1,218,005,495
1	339,528,289,749	52,983,526	6,408	37,848,465,640
2	1,153,966,493,312	101,330,783	11,388	107,495,730,889
3	1,553,440,953,418	118,190,063	13,144	139,181,106,950
4	1,737,878,563,271	124,442,056	13,965	154,665,877,904
5	1,809,057,731,375	126,252,817	14,329	158,697,931,515
6+	1,848,031,458,832	127,544,707	14,489	160,953,195,395

Source: 2022 National Household Travel Survey (NHTS)



APPENDIX Q

Mobility Fee Comparison

APPENDIX Q: VILLAGE MOBILITY FEE COMPARED WITH COUNTY ROAD IMPACT FEE	VILLAGE OF PALM SPRINGS (VPS)		PALM BEACH COUNTY (PBC)		COMPARISON	
LAND USE CATEGORIES (DARK GREY), USE CLASSIFICATIONS, & REPRESENTATIVE USES (IN PARENTHESES)	UNIT OF MEASURE (UOM)	2025 MOBILITY FEE	EXISTING UNIT OF MEASURE (UOM)	EXISTING ROAD IMPACT FEE	HIGHER OR LOWER	% DIFFERENCE
Residential Uses						
Residential Dwelling (attached, detached, duplex, group, row, multiple-family, single-family)	per 1,000 Sq. Ft.	$3,659	per residential unit	$5,597.40	Lower	-34.6%
Single Family Detached Example (1,500 sq. ft.)	*per 1,000 Sq. Ft.*	*$5,489*	*per residential unit*	*$5,597.40*	Lower	-1.9%
Mult-Family Residential Apartment Example (900 sq. ft.)	*per 1,000 Sq. Ft.*	$3,293	*per residential unit*	$3,537.80	Lower	-6.9%
Institutional Uses						
Community Serving (Center, Club, Clubhouse, Lodge, Museum, Performance Venues, Place of Assembly or Worship)	per 1,000 Sq. Ft.	$2,598	per 1,000 sq. ft.	$2,673.60	Lower	-2.8%
Long Term Care (Adult Day Care, Assisted Living, Continuum of Care Facility, Group Care, Nursing Home)	per Bed	$664	per Bed	$677.02	Lower	-1.9%
Private Education (Afterschool, Child Care or Day Care, K-12, Pre-K, Trade School, Tutor)	per Student	$753	per Student	$761.21	Lower	-1.1%
Commercial Recreation Facility Uses						
Outdoor Recreation (Fields, Fitness, Multi-Purpose, Sports)	per Acre	$7,719	--	--	--	--
Outdoor Recreation (Pickleball, Racquetball, Tennis Courts)	per Court	$12,056	per Court	$11,329.00	Higher	6.4%
Outdoor Recreation (Golf Course)	per Hole	$12,621	per Hole	$12,196.00	Higher	3.5%
Indoor Recreation (Fitness, Gym, Health, Indoor Amusement, Entertainment or Sports, Kids Activities or Fitness)	per 1,000 Sq. Ft.	$10,328	per 1,000 sq. ft.	$14,425.75	Lower	-28.4%
Industrial Uses						
Industrial (Heavy, Flex-Unit, Light, Micro-brewery, Self or Outdoor Storage, Utilities)	per 1,000 Sq. Ft.	$1,986	per 1,000 sq. ft.	$1,987.75	Higher	*-0.1%*
Office Uses						
Business (Business, Profession and Occupation, Business or Professional Service, Higher Education, Hospital)	per 1,000 Sq. Ft.	$4,362	per 1,000 sq. ft.	$4,464.26	Lower	-2.3%
Medical or Dental (Clinic, Dental, Health Service, Laboratory, Emergency Care, Rehab, Veterinary)	per 1,000 Sq. Ft.	$9,960	per 1,000 sq. ft.	$10,308.45	Lower	-3.4%

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Multi-Tenant Retail (Goods, Merchandise, Personal Services, Restaurant, Retail, Street Level Mixed-Use)	per 1,000 Sq. Ft.	$4,050	per 1,000 sq. ft.	$4,049.00	Lower	0.0%
Free-Standing Retail (Auto, Discount, Home Improvement, Superstore, Wholesale)	per 1,000 Sq. Ft.	$6,608	per 1,000 sq. ft.	$6,596.95	Lower	0.2%
High Impact Retail (Drinking Establishment, Financial Service, Full Service Restaurant, Grocery, Package Liquor, Pharmacy)	per 1,000 Sq. Ft.	$10,933	per 1,000 sq. ft.	$13,354.94	Lower	-18.1%
Convenience Retail (Convenience Store, Gas or Service Station)	per 1,000 Sq. Ft.	$43,449	per 1,000 sq. ft.	$48,334.10	Lower	-10.1%
Quick Service Restaurant (Carry Out, Delivery Oriented, Drive-In, Fast Casual, Fast Food)	per 1,000 Sq. Ft.	$40,773	per 1,000 sq. ft.	$40,105.46	Higher	1.7%
Non-Residential Additive Uses (All uses are additive except mobile residence and overnight lodging)						
Automotive Repair Establishment (Major or Minor Repair, Tires)	per Bay or Stall	$6,378	per bay	$6,340.97	Higher	*0.6%*
Commercial Use Drive-Thru (Convenience, Dry Cleaner, High Impact Retail, Retail)	per Lane	$16,099	--	--	--	
Financial Service Drive-Thru Lane or Free-Standing ATM (Banks, Credit Unions, Other Financial)	per Lane / ATM	$19,658	--	--	--	
Overnight Lodging (B&B, Hotel, Motel, Short Term Vacation Rental)	per Room	$3,040	per room	$2,329.67	Higher	*30.5%*
Quick Service Restaurant Drive Thru	per Lane	$43,774	--	--	--	
Mobile Residence (Mobile Home (MH), Recreational Vehicle (RV), Travel Trailer (TT), MH, RV, and / or TT Park)	per Space / Lot	$2,037	per unit	$1,970.30	Higher	*3.4%*
Vehicle Charging or Fueling (Commercial Facility which requires Membership or Payment)	per Charging or Fueling Position	$9,736	per position	$7,954.35	Higher	*22.4%*
Vehicle Cleaning (Automated, Carwash, Detailing, Self-Service, Wash, Wax)	per Lane or Stall plus per five (5) Stations	$15,351	per bay	$6,913.15	Higher	*122.1%*

This is the Last Page in the

Village of Palm Springs

Mobility Fee
Technical Report

July 2025

Prepared By:

NUE URBAN CONCEPTS

LAND USE • MOBILITY • PARKING • FEES

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VILLAGE OF PALM SPRINGS

2045 MOBILITY PLAN

DRAFT

February 2025






GO Palm Springs MOBILITY Plan and Fee

NUE URBAN CONCEPTS
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DDEC

Further reading: A technical report has been prepared to document the legal basis for the mobility fee.



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MOBILITY COHORT

Contents

Sections:

Section 1	Introduction
Section 2	Mobility Planning
Section 3	Mobility Fee
Section 4	Complete Streets
Section 5	Vision Zero
Section 6	2045 Mobility Plan
Section 7	Next Steps

Maps:

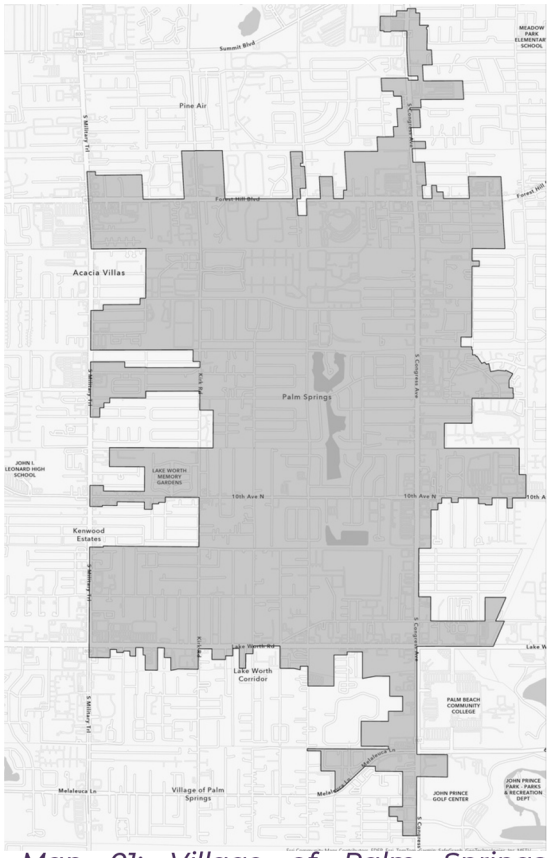
Map A	Bicycle Masterplan
Map B	Roadway Map
Map C	Multi-modal Plan
Map D	Transit Plan

Appendices:

Appendix A	Roadway Plan
Appendix B	Multi-modal Plan
Appendix C	Plan Program

SECTION 1
INTRODUCTION





Map 01: Village of Palm Springs Municipal Boundary

The Village of Palm Springs sits in central Palm Beach County, Florida, adjacent to Greenacres, Lake Worth Beach, Lake Clarke Shores, and West Palm Beach. With easy access to Palm Beach International Airport, Palm Beach County Park/Lantana Airport, Lake Worth Tri-Rail Station and Interstate 95, the Village is well connected with the greater South Florida region.

Background

Over the years, the Village and region have experienced significant growth and development. The resulting land use patterns and transportation demand have consequently stressed the existing area and affected how locals navigate their Village. With the increase in population surrounding the Village and an upcoming large-scale multifamily housing projects along Congress Ave and Forest Hill Blvd, the Village has and will continue to face challenges related to traffic congestion, safety, and quality of life. In response to these challenges, the Village of Palm Springs is implementing a Mobility Plan and Mobility Fee aimed at accommodating this growth and development, reducing traffic congestion, and promoting sustainable mobility options. The Mobility Plan focuses on improving access, safety, and connectivity for all users, including pedestrians, cyclists, and transit riders.

The Mobility Plan serves as the basis for the establishment of a Mobility Fee system that functions as an alternative to transportation concurrency enacted by the Florida Legislature. The Mobility Fee allows new development and redevelopment to mitigate its transportation impact to the Village of Palm Springs transportation system through payment of a one-time fee.

The plan was developed through several tasks, each documented with the findings that guided the development of the Mobility Plan and Mobility Fee. Relevant documentation is provided as exhibits in this report and in the Village of Palm Springs Mobility Fee Technical Report.

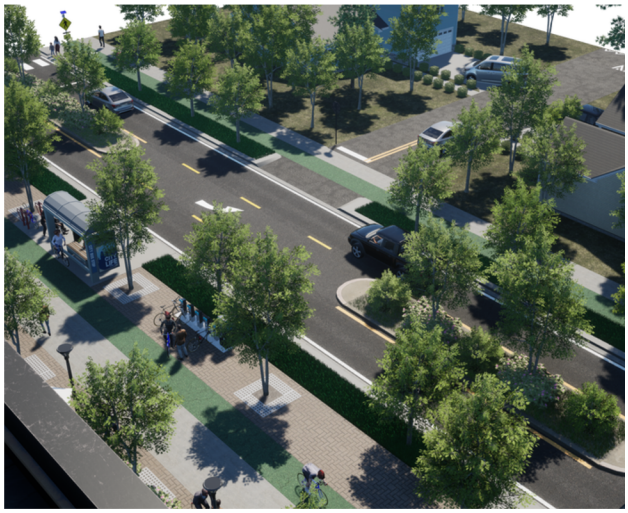
Village of Palm Springs 2045 Mobility Plan

The Village of Palm Springs 2045 Mobility Plan presents a 20-year vision prioritizing the movement of people through mobility transportation projects. The plan gives residents transportation choices through walking, bicycling, riding transit, using new mobility technology, or driving.

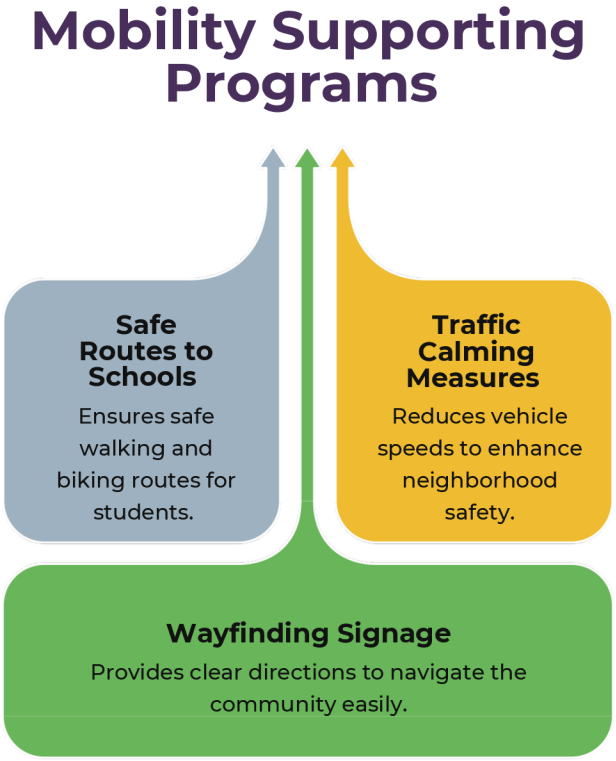
The Mobility Plan is made up of several subplans including:

- **Roadway Improvements** - Upgrades key corridors with complete streets elements like wider sidewalks, street trees, and safer crossings while maintaining traffic flow.
- **Multimodal Improvements -** Adds shared-use paths, new pedestrian crossings, and boardwalks connecting neighborhoods to parks, schools and commercial areas. Incorporates a Bicycle Master Plan network of protected bike lanes, and shared-use paths. Intersection upgrades will include pedestrian refuge islands, high-visibility crossings, and traffic calming to enhance safety for all users.
- **Transit Plan** - Partners with Palm Tran to enhance bus service and stops. Plans for mobility hubs at key locations will facilitate connections between travel modes.

Image 01: 2nd Ave Typical Section Rendering



The plan focuses on both local and regional mobility by improving connections to the Lake Worth Tri-Rail station. Implementation will require coordination with FDOT and Palm Beach County for improvements on state and county roads.

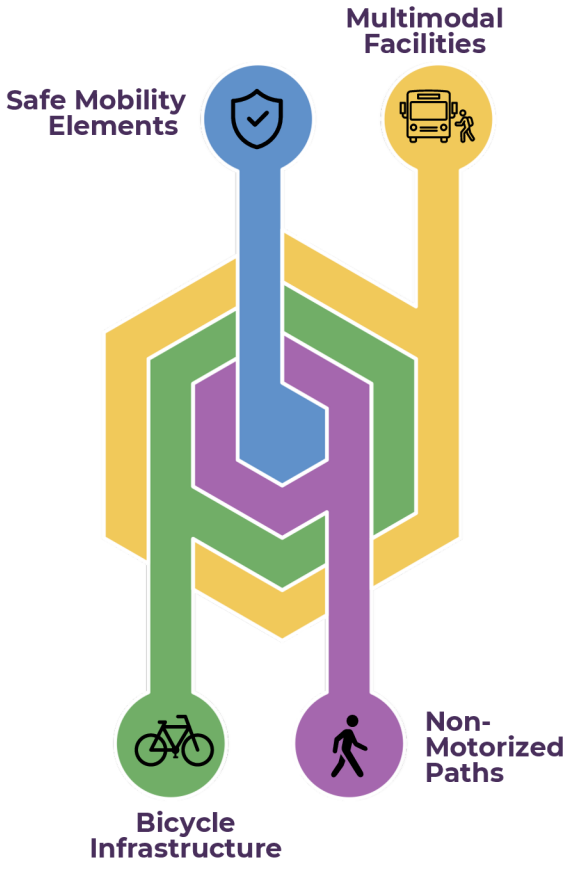


As required by Florida Statute, the Mobility Plan serves as the basis for the development of the Mobility Fee. **The Village of Palm Springs Mobility Fee Technical Report (June 2025)** documents the methodology used to develop mobility fees meeting **Florida Statutes 163.3180 and 163.31801** requirements for dual rational nexus and rough proportionality tests.

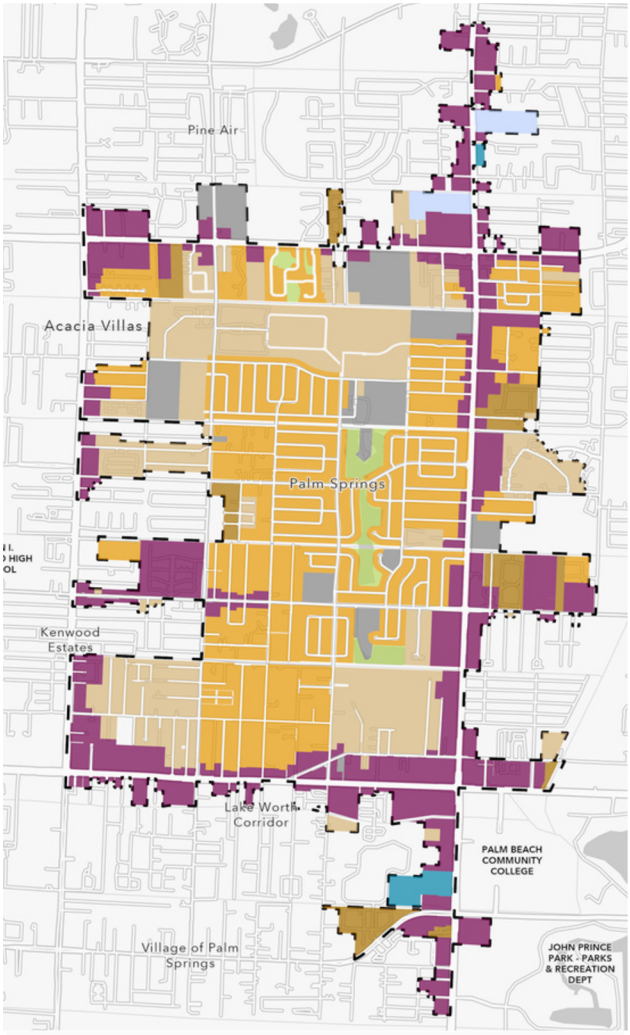
Palm Springs' Population Growth and Redevelopment Initiatives

The Village of Palm Springs has experienced population growth in recent years. According to Palm Beach County growth projections, the Village's 2022 population reached 27,103. Population projections using the Treasure Coast Regional Planning Model indicate significant growth by 2045, with the Village's population expected to increase to 32,437 and jobs projected to grow from 13.800 to 14,018. The Village established two Community Redevelopment Agency (CRA) areas in 2019, covering approximately 512 acres. The Village will focus redevelopment efforts along the Congress Avenue and Lake Worth Road corridors while preserving the character of established residential neighborhoods. This balanced approach helps accommodate projected growth while maintaining quality of life for current residents.

Image 02: Mobility Elements Graphic



Future Landuse Map: Village of Palm Springs



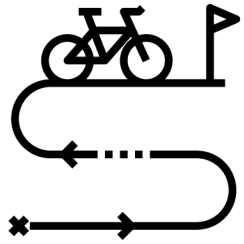
SECTION 2
MOBILITY PLANNING

What is a Mobility Plan?

A Mobility Plan is a forward-looking and progressive approach that sets forth a comprehensive vision of a transportation system that emphasizes the movement of people over cars and provides people with the opportunity to safely, comfortably, and conveniently walk, bicycle, ride transit, drive or use new mobility technology to move around their towns or cities. An effective Mobility Plan identifies transportation improvements such as sidewalks, trails, bike lanes, transit routes and stops, intersection improvements, and traffic calming that connect neighborhoods with important destinations. Mobility Plans may also identify strategic policies and programs that facilitate effective implementation of the proposed infrastructure projects.

In 2007, the Florida Legislature introduced the concept of Mobility Plans and Mobility Fees as an alternative to transportation concurrency and to provide an equitable way for new development to mitigate (offset) its impact to the transportation system.

In 2013, the Legislature updated the Community Planning Act to encourage and allow local governments to adopt alternative mobility funding systems, such as Mobility Plans and Mobility Fees, as a replacement for transportation concurrency, proportionate share, and road impact fees (Florida Statute 163.3180).



Connected Network



Mobility Choices



Safety

Image 03: Hispanic Heritage Festival Community Engagement



Why Does the Village Need a Mobility Plan?



Image 04: Sample Complete Streets Rendering

The Village of Palm Springs is projected to experience population and employment growth that will add new homes, businesses, and shops to the community over the next 20 years. These new residents and businesses will generate additional traffic and increase the demand for mobility transportation projects to travel within Palm Springs and to and from surrounding cities, communities, and neighborhoods.

The Mobility Plan provides a blueprint for the Village of Palm Springs to proactively prioritize mobility projects. Mobility Plans are different from transportation concurrency and road impact fees because they emphasize addressing travel demand from new growth, not only through new roads and widening of existing roads, but also by providing diverse mobility choices. This approach helps local governments find a balance between reducing congestion and supporting community growth.

Identifying project needs and priorities in the Mobility Plan will help the Village of Palm Springs take advantage of additional funding opportunities, such as federal and state assistance programs and grants. In coordination with Palm Beach Transportation Planning Agency, projects in Palm Springs's Mobility Plan may also be identified for funding through inclusion in the region's Long Range Transportation Plan.

How was the Mobility Plan & Fee Developed?

In 2024, The Village of Palm Springs contracted NUE Urban Concepts and DDEC, co-founding members of the Mobility Cohort, to lead in the development of a Mobility Plan and Mobility Fee that would transition Palm Springs from a transportation planning process primarily focused on moving cars to a multimodal system that emphasizes people and mobility choices. The development of the Mobility Plan was a collaborative process that brought together Village staff, business and property owners, and interested residents and included leveraging local knowledge, an analysis of existing conditions, and coordination with current planning initiatives to develop a strategic plan that will best serve residents and visitors of Palm Springs.

The first step in the development of the Mobility Plan was to identify anticipated future developments and to review the Village's Comprehensive Plan, Capital Improvements Program and other relevant Village and regional plans for improvements that are planned and programmed. The team then evaluated existing conditions to gain knowledge that informed the identification of additional projects to fill existing gaps and create a safe, convenient, and integrated transportation system.

The project team engaged with key stakeholders in the development of the Mobility Plan. These stakeholders included the Village of Palm Springs Staff, Palm Beach County, the Palm Beach Transportation Planning Agency (TPA), FDOT, and Lake Worth Water Management. By involving these groups early on in the planning process, the project team was able to gather insights and knowledge from various perspectives to inform the development of the plan.

Meeting with the Village of Palm Springs Staff was particularly important, as they possess a deep understanding of the community and its transportation needs. The Village mobility plan would need to take into account any improvements included in the County's Transportation Master Plan. Additionally, the Palm Beach TPA, the metropolitan planning organization for the region, helped to ensure that the Mobility Plan aligns with the region's long-term transportation goals.

To solicit meaningful public participation and feedback on transportation needs and recommended projects in the Mobility Plan and Mobility Fee, the project team implemented a communication strategy and provided public information. In the Spring of 2025, the Village held a public information meeting, introducing the Mobility Plan and Mobility Fee, presenting the draft Mobility Plan, and facilitating discussions about improving multimodal transportation in Palm Springs. The project team later presented an updated version of the Mobility Plan to the Village Commission that incorporated resident feedback and discussed the details of the Mobility Fee calculation.

The Mobility Fee is based on mobility projects established in the **2045 Mobility Plan** that are **"needed"** over the next 20 years to meet projected growth in travel demand. **The Mobility Fee Technical Report** has been developed to document the data and methodology to develop an alternative transportation system to replace transportation concurrency, consistent with Florida Statute Section 163.3180. The Mobility Fee Technical Report has been developed consistent with the **"needs"** and **"benefits"** requirements of the **"dual rational nexus test"** and the calculated mobility fee is **"roughly proportionate"** to the impacts of new development as required by Florida Statute Section 163.3180 and 163.31801.

Mobility Projects consist of **improvements, programs, and services such as sidewalks, multi-use paths and trails, cycle tracks, traffic calming, pedestrian safety, intersection improvements, raised intersections, roundabouts, multimodal crossings, pedestrian bridges, wider roads, transit circulators, wayfinding, and Safe Routes to School.**

New Development is defined as **"new residential and non-residential construction, any new land development or site preparation activity, any new construction of buildings or structures, any modification, reconstruction, redevelopment, or upgrade of buildings or structures, any change of use of a building, land, or structure, and any special exception approval, variance, or special use permit that results in an increase in an impact to the transportation system."**

Impact is defined as **"any new development that results in an increase in person travel demand above the demand generated by the existing use of property, including submerged lands."**

Image 05: Village of Palm Springs Park Pathway Map Board



Mobility Planning in Palm Springs's Comprehensive Plan

The Village amended the Multi-Modal Transportation Element of the Comprehensive Plan to establish the legislative intent to adopt a mobility fee to fund mobility projects to encourage walking, bicycling, transit ridership, and the efficient use of the transportation system. The following are pertinent goals, objectives, and policies in the Multi-Modal Transportation Element.

TRANSPORTATION AND MOBILITY ELEMENT

Goal TM 3: "The Village of Palm Springs seeks to ensure the efficient and smooth movement of motorized vehicles, pedestrians, and cyclists throughout the transportation system."

Goal TM 4: "The Village of Palm Springs shall coordinate with Palm Beach County, surrounding municipalities, and the Palm Beach TPA to achieve an efficient regional transportation system

Objective TM 4.2: "The Village of Palm Springs shall establish an alternative transportation system to replace transportation concurrency, transportation concurrency exception areas, and traffic mitigation payments and fees for development consistent with the Comprehensive Plan through adoption of a mobility fee based on the Village's Mobility Plan."

Policy TM 4.2.1: "The Village of Palm Springs Mobility Plan shall identify the mobility projects needed to accommodate travel demand from development, mitigate impacts to the transportation system from that development, and enhance mobility for the Village's residents, businesses, employees, students, patrons, and visitors."

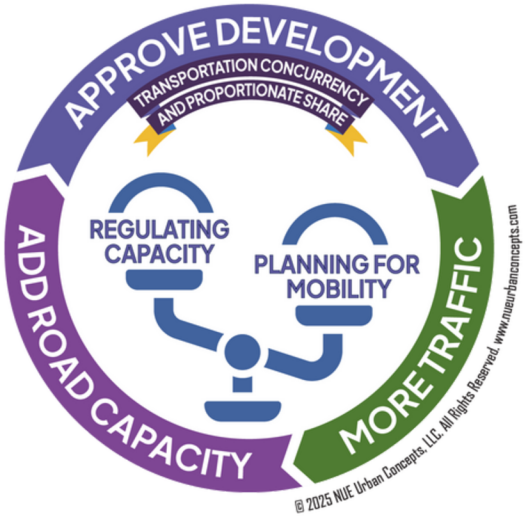


Image 06: Cycle of Roadway Development

Policy TM 4.2.3: "The Village of Palm Springs shall administer, implement, maintain, and periodically update its Mobility Plan and Mobility Fee to plan, design, fund, and construct mobility projects to enhance the transportation system."

Policy TM 4.2.4: "The Village of Palm Springs shall consult with the County, FDOT, the Palm Beach TPA, other transportation providers, and drainage authorities on the identification of mobility projects and development, maintenance, and update of the Village's Mobility Plan."

Policy TM 4.2.5: "The mobility projects established in the Mobility Plan shall serve as the basis for calculation of the Village's mobility fee. The mobility fee shall be a one-time assessment to mitigate the impact of development on the transportation system. The mobility fee shall meet the dual rational nexus test and shall be roughly proportional to the person travel demand generated by development."

Policy 2.1.1. "The Village will continue to work with Palm Beach County, FDOT, and Palm Beach TPA to promote, develop, and fund mobility improvements within the Village.

Objective 2.2. "The Village shall continue to seek methods and sources to fund new transportation improvements and programs, including multimodal facilities."

Policy 2.2.2. "Mobility Fees - The Village shall evaluate and prepare a Mobility Fee Schedule and methodology of determination to include all multimodal transportation impacts projected from new construction and apply fees accordingly for the construction of identified necessary and desirable improvements."

Policy 2.2.6. "Alternative Funding Sources to Supplement Transit Funds — The Village shall evaluate the feasibility of establishing special assessment districts, impact fees or other alternative methods to fund ongoing, operating, management, and capital costs for transit serving the Village of Palm Springs. Any special Village-transit funding source is intended to augment, but not supplant, funds provided by PalmTran, Palm Beach County and other governments served by the same sub-regional transit systems serving Palm Springs."

Objective 3.1. "Support the expansion of the PalmTran commuter rail system, bus transportation, and bicycle and pedestrian facilities and avoid transportation system improvements that favor the use of single-occupancy vehicles as the primary means of transportation."

Policy 3.1.2. "Encourage travel on the PalmTran system."

Policy 3.1.3. "The Village, working with the appropriate transportation provider, shall enhance connections and encourage ease of transfer between the PalmTran station and other transit modes by supporting the expansion of public transportation including additional bus routes and park-and-ride parking facilities."

Policy 3.1.6. "The Village shall continue to request that FDOT, Palm Beach TPA , and the County use funds targeted for road widening projects for alternative mobility system projects related to the PalmTran station, additional bus routes, pedestrian access, bike facilities and other transportation system management improvements."



Image 07: Cycle of Roadway Development

SECTION 3
MOBILITY FEE

What is a Mobility Fee?

A Mobility Fee is a one-time payment made to the Village by new development (e.g., new or expanded homes or businesses) to mitigate its impact (e.g., travel demand, traffic) to the transportation system. The Mobility Fee is based on the mobility projects, adopted as part of the Mobility Plan, needed to accommodate future travel demand. Mobility Fees are authorized by Florida Statute Section 163.3180 and are intended to be an alternative transportation system that replaces transportation concurrency and road impact fees. They are not taxes on existing homes and businesses, they are only assessed if new development results in an increase in person travel demand. Mobility Fees are one of the funding sources available and provide the Village with greater flexibility to fund a variety of mobility projects. For more information on the Mobility Fee, please see the Village of Palm Springs Mobility Fee Technical Report.



Image 08: Cycle of Mobility Development

Who would pay if the Village of Palm Springs Mobility Fee was adopted?

Mobility Fees are charged for new development and redevelopment activities that require a building permit and result in an increase in travel demand beyond the existing use of the property. Mobility fees are not a tax and are not charged to existing homes or businesses unless there is an addition, change of use, expansion, or modification that generates additional person travel demand (impact) beyond the existing use of the property.

WHO WOULD PAY A MOBILITY FEE?

New development and redevelopment that generates additional travel demand

How will the Village fund Mobility Plan Projects?

In addition to Mobility Fees, the Village's Mobility Plan can be funded through various sources, including federal and state earmarks, grants, and programs offered by the federal government and Palm Beach TPA . While the County collects gas taxes, the majority of the funds are allocated for infrastructure maintenance. If the County adopted an infrastructure sales tax, some of the funds could be used to finance Mobility Plan projects.

The Village can also explore special assessments, Community Redevelopment Area (“CRA”) funds, property taxes, and tourist development taxes to support Mobility Plan projects. Additionally, services and programs such as shared micromobility, smart parking, and transit circulator services may charge user fees to cover program and service costs. By identifying mobility projects as part of the Mobility Plan, the Village can take a proactive approach to pursue appropriations and other funding opportunities, in addition to Mobility Fees, that are often available to promote economic development or stimulate programs and grants.

Image 10: Village of Palm Springs Library



Image 11: Proposed Concept Design Midblock Crosswalk



SECTION 4
COMPLETE STREETS

What are Complete Streets?

Complete Streets are streets that are designed and maintained in consideration of people of all ages and abilities, whether they are walking, biking, scooting, taking the bus, driving, or using wheelchairs. There is no one-size-fits-all design standard for Complete Streets. Each Complete Street is unique and context-sensitive.

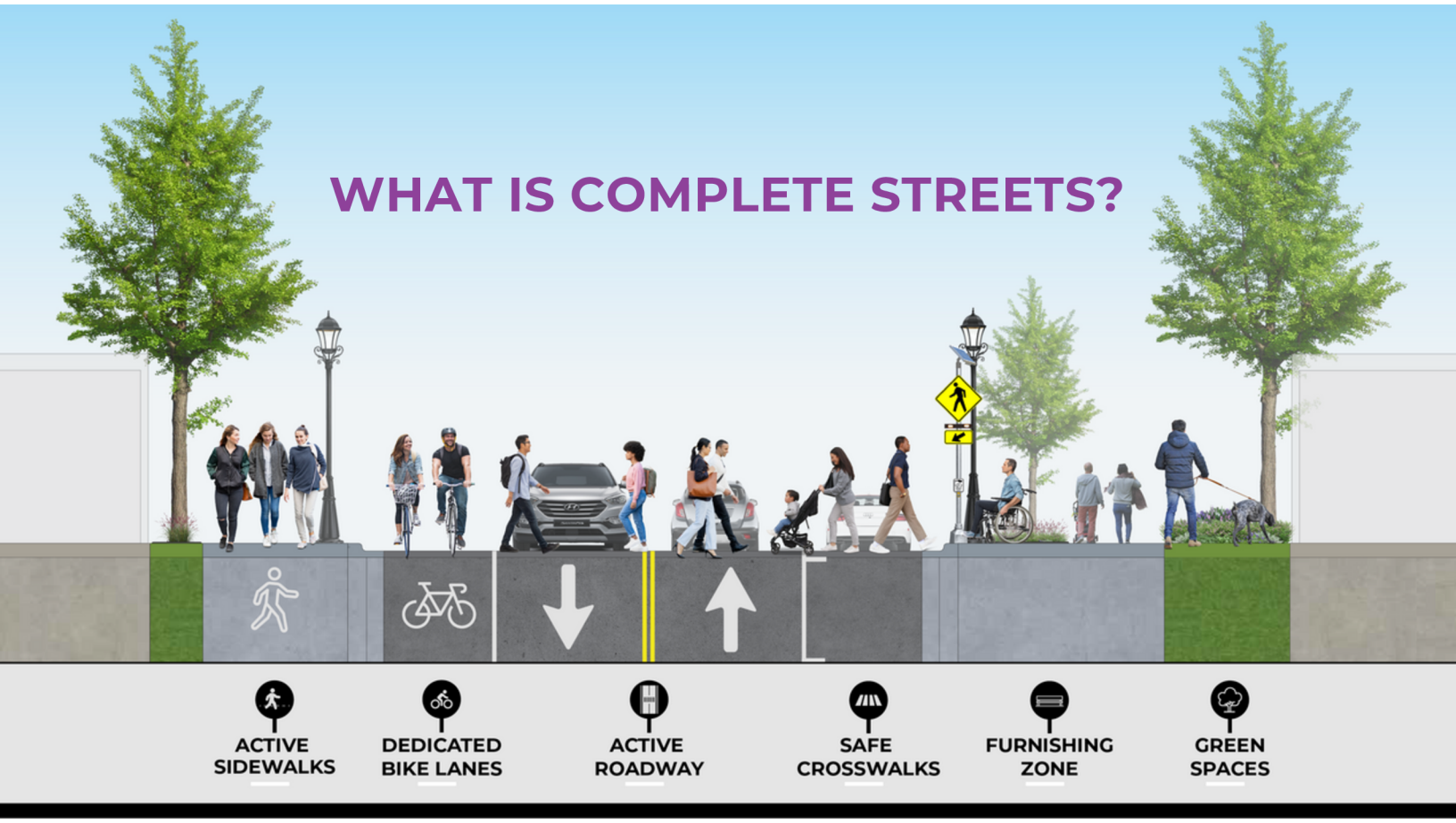
In order to enable safe, convenient, and comfortable travel and access for all people, Complete Streets may include bicycle lanes, shared-use paths, trails, traffic calming, landscaped medians / buffers, narrower travel lanes, roundabouts, curb extensions, high visibility crosswalks, and more.

The Village of Palm Springs adopted a Vision Zero Policy in 2021, committing to eliminate traffic fatalities and severe injuries through systematic infrastructure improvements, data-driven decision making, and community engagement.

The policy prioritizes street designs that protect vulnerable users through proven safety countermeasures like:

- Protected bike lanes
- Raised crosswalks and medians
- Lower speed limits in residential areas
- Improved street lighting
- Shorter crossing distances

Image 12: Complete Streets Design Elements



What is a Completed Network?

A Completed Network is a connected system of complete streets that allows for seamless and safe transportation between different modes. By incorporating the Village's unique historical, cultural, and environmental assets, a Completed Network can provide safe and convenient travel options for all residents, regardless of age, background, or ability. This approach allows for the efficient use of public space while promoting multimodal transportation, supporting active and healthy lifestyles, and reducing the Village's carbon footprint. With a Completed Network, the Village of Palm Springs can establish itself as a leader in sustainable transportation and provide its residents with an enhanced quality of life.



Image 13: Multi Use Path Concept Rendering



Image 14: On Street Bike Facilities

Complete Streets Elements

The mobility projects identified in the Mobility Plan were established based on the fundamental Complete Streets elements required to transition from a transportation system focused on moving cars toward a safer, more comfortable, and more convenient multimodal transportation system prioritizing the movement of people and providing mobility choices.

The Complete Streets elements to encourage walking and bicycling do not differ much from those that encourage driving: **(1) Mobility; (2) Equity; (3) Accessibility; (4) Connectivity; (5) Visibility; (6) Continuity; (7) Safety; (8) Comfort; and (9) Social Value.** If multimodal systems for moving people were built like those for moving cars, far more people would walk, bike, and ride transit.

Multimodal Elements



Mobility: The ability to move people from place (origin) to place (destination) by multiple modes (walk, bike, transit, vehicle) of travel in a timely (speed) and efficient manner. The lack of sidewalks, paths, trails, and bike lanes are often impediments to people choosing to walk or bike from home to work and other daily activities.



Accessibility: The ease at which people reach, enter, and use modes (walk, bike, transit, vehicle) of travel at the origin of their trip and the ease at which those people reach and enter their destination. Transit systems are frequently burdened with addressing first and last mile access.



Connectivity: The number of route options people have available to them to move from place to place and the directness (distance) of those route options to reach their destination. Gridded network of streets provides a high level of connectivity, whereas cul-de-sacs do not.



Visibility: The frequency at which those driving a car see people walking, bicycling, and using a mode of travel other than driving a car. More people walking and biking means more awareness that people walk and bike which equals safer conditions (i.e. safety in numbers). Green bike lanes, pavers at crosswalks, and flashing signals are all design elements used to increase visibility of people walking and bicycling.



Continuity: The uninterrupted consistency of multimodal facilities in width and condition with logical beginning and endpoints that are without gaps or sudden and abrupt termination. Roads do not suddenly terminate without warning or change number of lanes or width without proper transitions, so neither should sidewalks, paths, trails, or bike lanes.



Safety: The combination of behavioral and physical design elements of the built environment make mobility comfortable and pleasant for all ages and abilities. The elements that provide safety include physical separation and/or designation for different mobility modes that also encourage behavioral change making safety everyone's responsibility. Safety also includes respite, lighting, shade structure and other thoughtful features.



Social Value: The people-to-people connections one experiences in a shared space environment, whether biking, walking, or taking transit. The social value of these interactions increases both individual happiness and societal happiness through active engagement with the city that overall increases the quality of life and fosters independence, especially for children and the elderly.

SECTION 5
VISION ZERO

What is Vision Zero?

Vision Zero is a comprehensive plan to eliminate all traffic fatalities and severe injuries while transforming transportation systems to be safer, healthier, and more equitable for everyone. The strategy places particular emphasis on protecting vulnerable road users ("VRUs"), including pedestrians, cyclists, and motorcyclists, who face disproportionate risks on roadways.

The Vision Zero movement originated in Sweden in the 1990s, demonstrating remarkable success when the city of Oslo achieved zero traffic deaths in 2019 – a milestone that proved the approach's effectiveness. This success has catalyzed global adoption, with cities worldwide developing their own Vision Zero initiatives. As of February 2024, the Vision Zero Network has recognized 59 U.S. cities for meeting their comprehensive criteria, including several Florida communities: West Palm Beach, Fort Lauderdale, Tampa, and Hillsborough County.

In 2021, the Village of Palm Springs, Florida, integrated Vision Zero principles into its community planning through two key actions: adopting a Transportation and Mobility Master Plan and passing Resolution 2021-36, which established a formal Vision Zero policy aimed at eliminating traffic fatalities on village streets.

At its core, Vision Zero implements a Safe Systems approach, also known as Safety by Design. This represents a fundamental shift from traditional road safety paradigms. While conventional approaches relied heavily on training people to behave safely, assuming perfect human compliance, the Safe Systems approach acknowledges human fallibility as an inherent factor.

Instead of placing the full burden of safety on individual behavior, it creates multiple layers of protection through thoughtfully designed roads, vehicles, speeds, and policies. This system-wide approach ensures that when crashes do occur – as they inevitably will – the infrastructure and policies in place work together to minimize impact severity and prevent serious injuries or deaths. This proactive, multi-faceted strategy creates a more forgiving transportation system that protects all users, regardless of how they choose to travel.

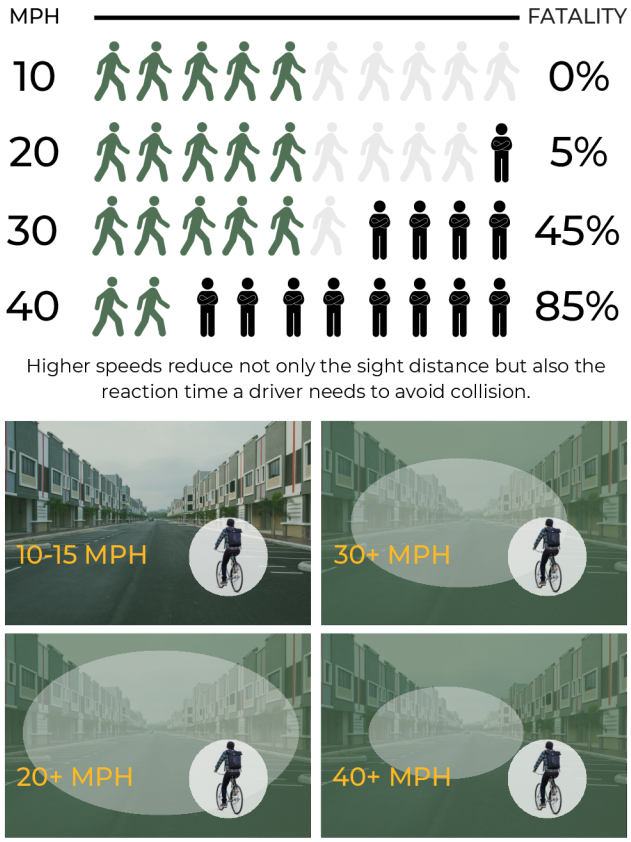
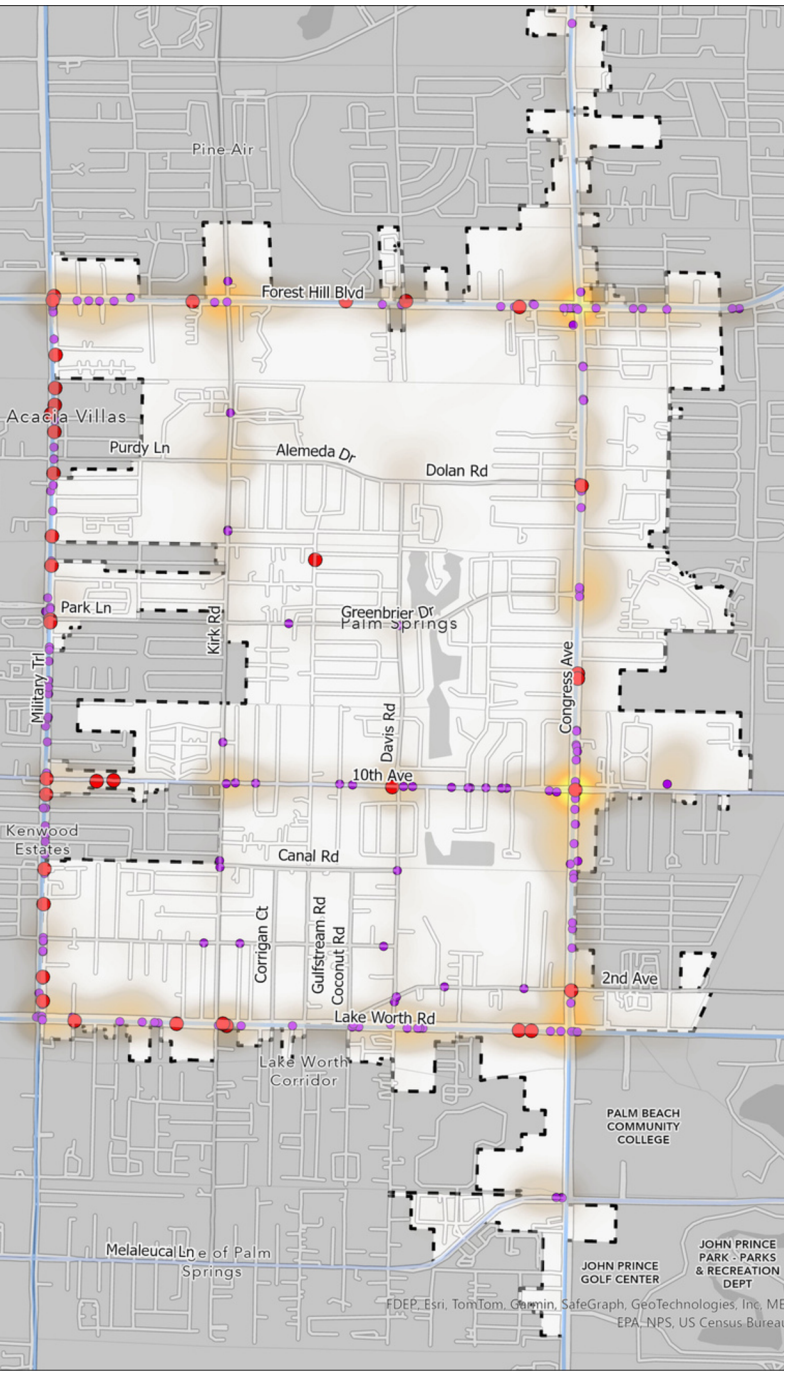


Image 15: Impact of Vehicle Speed on Safety and Driver Visibility

Why is Vision Zero Needed?



Map 02: Village of Palm Springs KSI Crash Map

Palm Springs faces major safety issues on Florida Department of Transportation ("FDOT") and Palm Beach County roads, which make up only 23% of total roads but account for 90% of all Killed or Seriously Injured ("KSI") crashes and 97% of fatal crashes. From 2014-2023, the village had 262 KSI crashes that resulted in 37 deaths and 254 serious injuries. Pedestrians, cyclists, and motorcyclists are the most vulnerable in serious crashes. Among them, pedestrians face the highest risk, with 28% of severe crashes resulting in death. Cyclists have a 15% fatality rate, while motorcyclists follow closely at 14%. Military Trail alone is responsible for 34% of all severe or fatal crashes and half of all traffic deaths in the area. Over the past decade, these crashes have led to more than $550 million in societal costs.

Several factors highlight the urgent need for Vision Zero: posted speeds are 10-15 mph above safe target speeds on major roads, poor lighting exists on key corridors like Military Trail, and 70% of pedestrian crashes happen within 200 feet of bus stops. Traffic violations data shows that failure to yield right-of-way (23%), improper road usage (19%), and driving under the influence (10%) account for over half of all KSI crashes. The village's status as a disadvantaged community, with 57% of residents living in disadvantaged census tracts and high rankings for climate risk (77th percentile) and social vulnerability (80th percentile) in Florida, shows the importance of implementing safety improvements that protect all road users, especially the most vulnerable residents. Despite an overall decrease in KSI crashes from 34 in 2014 to 20 in 2023, pedestrian crashes continue to rise, indicating a persistent safety challenge that requires immediate attention.

Vision Zero VILLAGE OF PALM SPRINGS



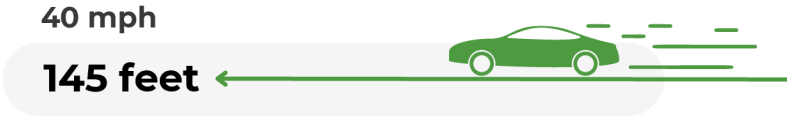
Image 16: Village of Palm Springs Trunk or Treat Event

Design for Safe Speed

Two key components needed for movement toward Vision Zero and Safer Streets for All are mobility projects and the speed of cars. Speed is the most important variable in reducing crashes, traffic deaths, and serious injuries. Studies have shown there is a direct correlation between the speed of car travel and the severity of crashes. As speed increases, so does the probability that a crash involving vulnerable road users (people walking, bicycling, scooting, in wheelchairs, etc.) or motorists will result in one or more fatalities. Traveling at a speed of 40 mph, a vehicle needs 145 feet to reach a full stop; while traveling at 20 mph, only 45 feet is needed. Similarly, if a person is hit by a vehicle traveling 40 mph there is only a 10% chance of surviving the crash; while traveling at 20 mph, there is a 90% chance of survival.

The primary factor in determining vehicle speed is the design of the roadway. Regardless of the posted speed limit, most drivers will travel at a speed that feels comfortable. This comfortability is largely determined by design factors such as lane width, road alignment (straight or curved), turning radii, the presence of multimodal infrastructure, the degree to which modes are mixed or separated, and visual friction.

Traveling at a speed of 40 mph, a vehicle needs 145 feet to reach a full stop



Traveling at a speed of 20 mph, a vehicle needs 45 feet to reach a full stop



Palm Springs faces major safety issues on its state and county roads, which make up only 23% of total roads but account for 90% of all KSI crashes and 97% of fatal crashes. From 2014-2023, the village had 262 KSI crashes that resulted in 37 deaths and 254 serious injuries. The most vulnerable users face the highest risks - pedestrians have a 28% fatality rate in KSI crashes, cyclists 15%, and motorcyclists 14%. These crashes occur most frequently on major corridors, with Military Trail alone accounting for 34% of all KSI crashes and 50% of fatal crashes. These incidents have cost the community over $550 million over the ten-year period.

SECTION 6

2045 MOBILITY PLAN

Multimodal Projects in the Mobility Plan

The Village's Mobility Plan features a variety of multimodal facilities designed to support diverse travel methods, including sidewalks, boardwalks, shared-use paths, multi-use trails, and complete streets. The graphic below highlights the on-street and off-street mobility projects outlined in the plan. While bicycle lanes and bicycle boulevards are included, they are not directly recommended in the Mobility Plan; however, they are endorsed in the Village of Palm Springs's Bicycle and Pedestrian Master Plan, which is integrated into both the Mobility Plan and the Mobility Fee.

The objective of the plan is to ensure safe and convenient transportation for all road users, regardless of age, ability, or background, while showcasing the Village's cultural, historical, and environmental features.

Bike lanes and sidewalks are specifically designed for non-motorized travel, primarily catering to pedestrians and cyclists. Elements like boardwalks, shared-use paths, multi-use trails, and neighborhood bicycle boulevards are acknowledged as safe additions within the mobility framework.

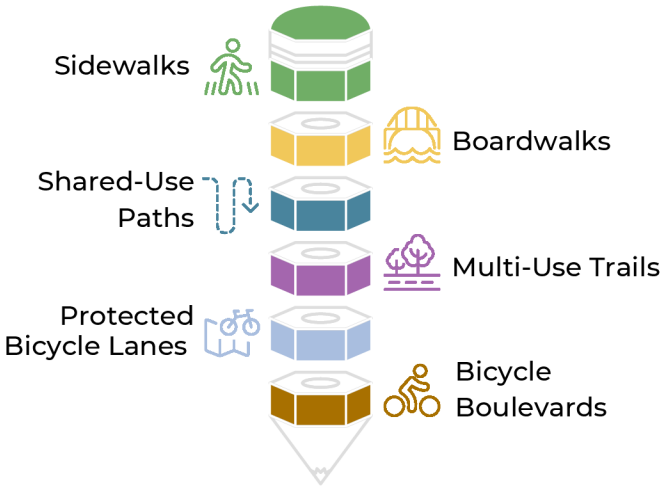


Image 17: Examples of Multimodal Features

Separated and Protected Bike Lane (Multi-Used)



Western Ave. - Cambridge



Flagler - FTL



Banyan Blvd. - WPB



Davie Road - Davie

Separated and Protected Bike Lane - Cycle Track



Penn Street Trail, PA



DT Loop - Orlando



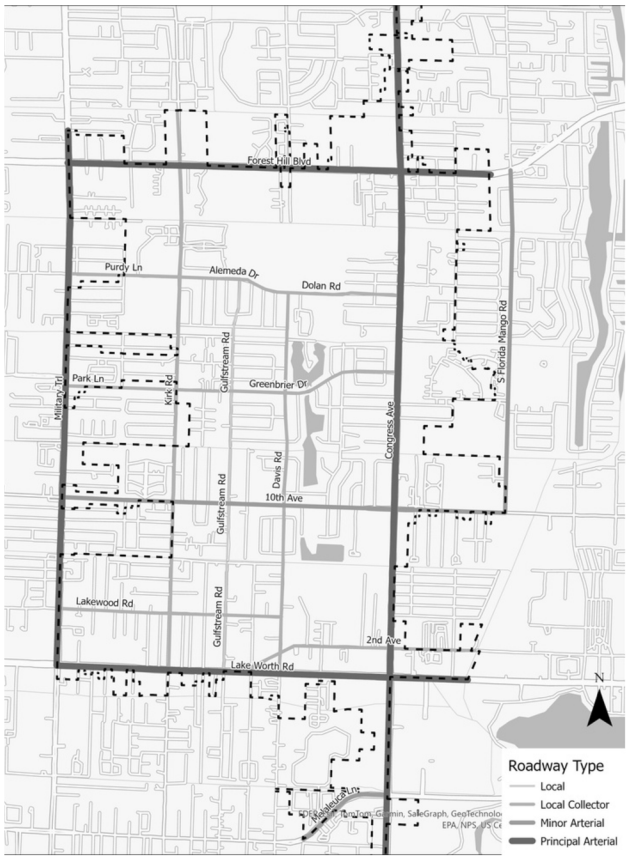
Okeechobee - WPB



Green Spine - Tampa

No road widenings are proposed in the Roadway Plan, because the Village's collector and arterial roads are either built out or designated as constrained roadways. In addition, an areawide roadway level of service analysis was performed as a part of an evaluation of existing conditions. The Mobility Study Road Network evaluated includes major roads within the Mobility Study Area including Village, County, and State roads. The areawide roadway level of service is achieved by dividing vehicle miles of travel ("VMT") by vehicle miles of capacity ("VMC"). A VMT/VMC ratio greater than 1.00 indicates that there are system deficiencies.

Based on the evaluation of existing conditions, the VMT/VMC ratio for 2024 is 0.92 (Table 1). This indicates that Palm Springs's transportation network has enough capacity as a whole to carry existing traffic with some capacity remaining to support new development.



Map 03: Village of Palm Springs Roadway Classification

Table 1. 2024 Areawide Level of Service

Functional Classification	Length (miles)	Lane Miles	2024 VMT	2024 VMC	VMT to VMC (VMT/VMC)
Minor Collector	1.07	2.14	8,313	17,257	0.48
Major Collector	21.92	58.69	207,111	431,099	0.48
Minor Arterial	7.41	35.57	251,892,	269,635	0.93
Principal Arterial	16.56	103.60	785,532	876,108	0.90
Limited Access (I-4)	3.23	32.30	818,027	653,752	1.25
Total	50.19	232.30	2,070,875	2.247.851	0.92

Source: Village of Palm Springs Mobility Fee Technical Report

Multimodal Plan

The Village of Palm Springs Mobility Plan is designed to improve transportation options and create safer, more accessible streets for everyone. This plan includes a combination of Complete Streets, multimodal improvements, and dedicated bicycle facilities. The goal is to provide better connections for pedestrians, cyclists, and drivers while enhancing the overall safety and efficiency of the village's roadways.

A key part of the plan is the addition of dedicated bicycle lanes along the perimeter of the village, on roadways like Military Trail and Forest Hill Blvd, giving cyclists a safe and reliable route around the community. Within the village, an extensive network of Multi-Use Trails will be developed along major east-west and north-south corridors. These trails will also follow the four main canal waterways, creating scenic and convenient pathways for walking, jogging, and biking.

Kirk Road is a primary corridor within the village and is planned to receive significant improvement. The road will be expanded to add a landscaped grass median. A Multi-Use Pathway will be added along one side of the road where space allows, providing a safe route for pedestrians and cyclists.

To enhance safety and improve traffic flow, roundabouts and raised intersections will be introduced in select areas. These features help slow down vehicles and make crossings safer for pedestrians and cyclists. Additionally, multiple new pedestrian crossings will be installed to connect different sections of the trail network, making it easier for residents to travel throughout the village without relying on a car.

Overall, the Village of Palm Springs Mobility Plan is a forward-thinking approach to transportation that focuses on safety, accessibility, and sustainability. By investing in these improvements, the village is creating a more connected and pedestrian-friendly community for residents and visitors alike.

Image 18: Example 2nd Ave. Multimodal Facilities





Image 19: Broward County Transit, Lauderhill Transit Center Regional Bus Station, (1429 N State Rd 7, Fort Lauderdale, FL 33313)

Mobility Hub

A mobility hub is a central location that provides various transportation options and services to promote transit to location inside and outside of a community. It integrates different modes of transportation, such as buses, trains, bicycles, pedestrians, and shared mobility services, such as ride-sharing and bike-sharing. Mobility hubs typically offer amenities like transit stations, bike parking facilities, electric vehicle charging stations, and information centers.

In today's rapidly evolving urban landscapes, mobility hubs have gained importance for several reasons. They enhance transportation efficiency by facilitating seamless transfers between different modes of transportation, allowing individuals to switch between walking, biking, public transit, and other shared mobility options. This reduces reliance on private vehicles and congestion.

Mobility hubs promote accessibility and equity by providing transportation options to all members of the community, including those without access to private vehicles. They enhance connectivity to key destinations, such as residential areas, employment centers, schools, healthcare facilities, and recreational areas, ensuring that everyone can reach these places conveniently and affordably.

By encouraging the use of sustainable transportation modes, mobility hubs contribute to reducing greenhouse gas emissions, air pollution, and the overall environmental impact of transportation. They support the adoption of walking, cycling, and public transit and promote a more sustainable and greener community.



Image 20: City of Longwood SunHUB Mobility Hub

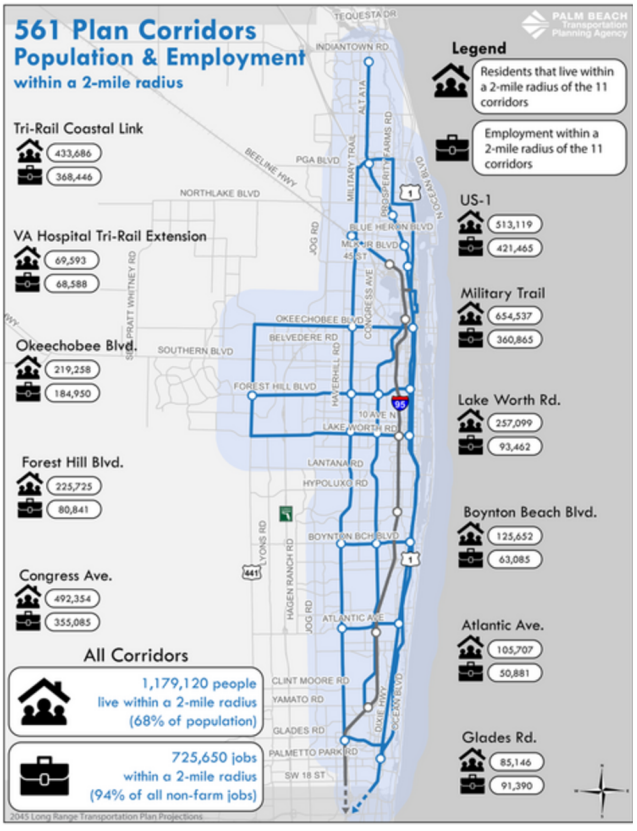
Palm Beach 561 Plan

The 561 Plan is a segment of the Palm Beach Transportation Agency's ("TPA") Vision 2045 Plan. This Plan seeks to improve mobility throughout the county by implementing road widening, bicycle infrastructure, and public transportation networks.

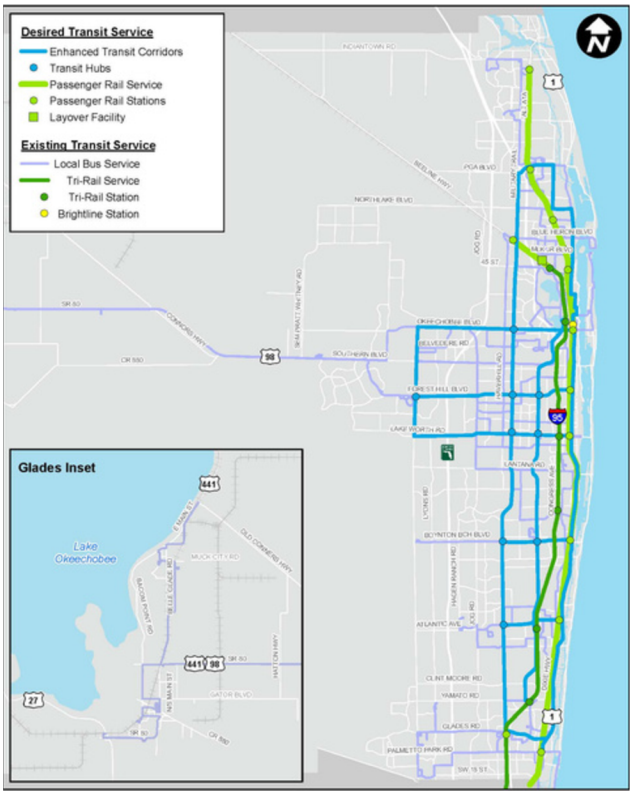
Palm Springs is well positioned to take advantage of the TPA's 561 Transit Plan which will include the addition of 2 East-West and 2 North-South enhanced transit corridors through the city. This will further include the addition of 4 major regional transit hubs around the periphery of the Village. These will serve to connect the residents of the village with a county-wide transit network.

According to the TPA this transit network is expected to capture all areas within a two-mile radius of the transit routes. This would include up to 68% of the county's residents and 95% of the county's employment centers providing a significant alternative to automotive transportation for County residents.

These transit hubs plan to offer amenities, public space, shared mobility, and parking solutions. As the integration of pedestrian-friendly elements is a key aspect of the 561 Plan.



Map 04: 561 Transportation Plan Map



Map 05: TPA Vision 2045 Mobility Plan Map

Studies, Programs & Policies Plan

The mobility plan proposes traffic studies, programs, and policies to supplement the recommended mobility infrastructure projects to create safer and more multiuse right of ways for the people of Palm Springs. The Plan includes a Vision Zero Action Plan, Residential Traffic Calming Program, Sidewalks Improvements Program, Bus Stop Relocation, Wayfinding Program, Quick Build Program, ADA Transition Plan Implementation, a future update to the Village of Palm Springs Bicycle & Pedestrian Master Plan, a Railroad Safety Study, and a Micromobility & Microtransit Program. Several of these recommendations are discussed in more detail in the next steps of this report.

The Micromobility & Microtransit Program is included to address the Village's desire to diversify mobility and encourage new modes of transportation throughout the Village. The Program will regulate the use of personal and shared micromobility devices (e.g., e-bike, e-scooters) and low speed electric vehicles (golf carts, on-demand microtransit, neighborhood electric vehicles) within the Village and will address hours of operation, safety, shared mobility providers, rentals, and equipment. The Village will need to coordinate with FDOT and Palm Beach County regarding use of micromobility devices and low speed electric vehicles.

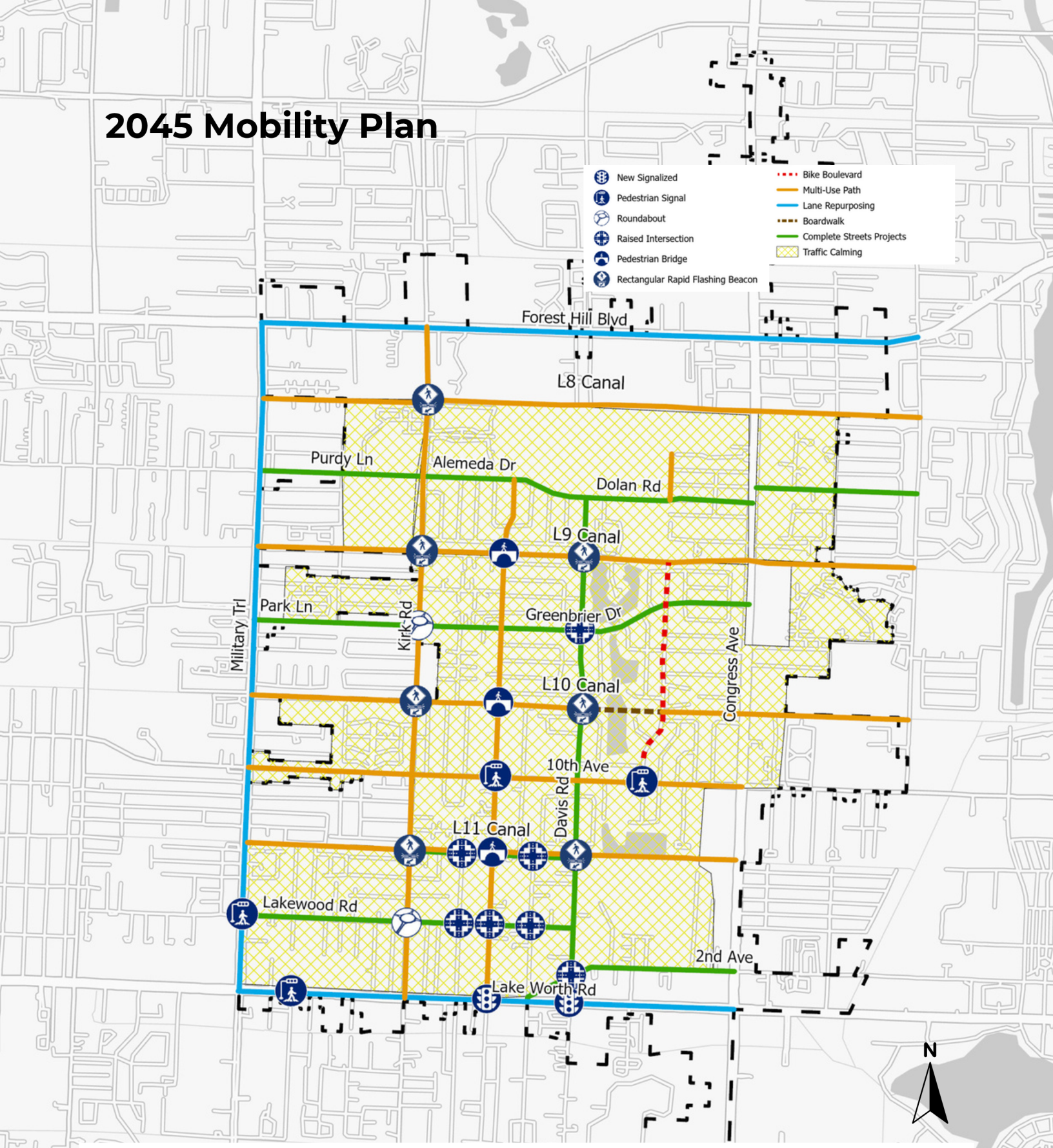
Certain streets in residential areas are recommended as Traffic-Calmed Streets. Traffic-Calmed Streets are streets that feature speed limits of 20 mph or less and incorporate various traffic calming elements such as curb extensions, chicanes, speed bumps / humps / tables, roundabouts and traffic circles.

One traffic calming technique utilizes restriping to create what is known as 'Yield Streets.' Yield Streets function as a traffic calming measure by using on-street parking or advisory bicycle lanes to visually narrow the width of the street and slow traffic. Yield Streets require drivers to slow down and use 'pull-off' locations to pass oncoming traffic. Other traffic-calmed streets have horizontal features that narrow the roadway, vertical features to encourage slower speeds, and safe crossings across high volume corridors.

The Sidewalk Improvement Program and ADA Transition Plan Implementation have been included to allow Mobility Fees to be used to fund sidewalks gaps and ADA improvements to address needs that have already been identified by the Village.

The implementation of a Vision Zero Action Policy and Plan, Wayfinding Program, and Tactical Urbanism Program are additional steps the Village could choose to take. By taking a comprehensive approach that considers the needs of all users and modes of transportation, Palm Springs can create a safe, accessible, and sustainable transportation system that supports the well-being of its residents and visitors.

2045 Mobility Plan



Mobility Projects for the Complete Streets Plan are shown on Appendix A. The Multimodal Plan (Appendix B) features new multimodal facilities such as, boardwalks, shared-use paths, and multi-use trails to meet the goals of the Mobility Plan.

EPA, NPS, US Census Bureau, USDA, USFWS

SECTION 7

Next Steps

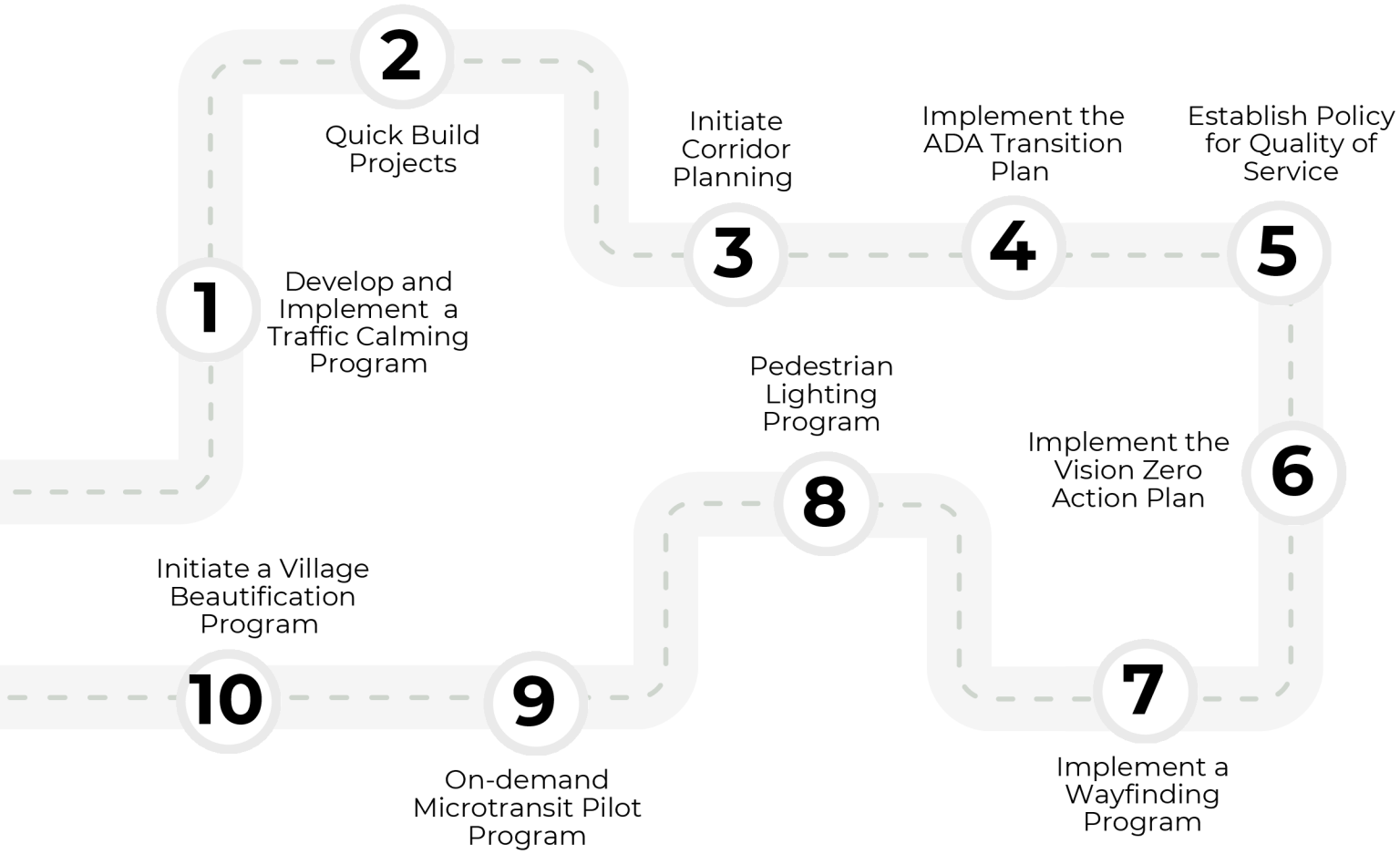


Next Steps

Palm Springs has many opportunities to meet the needs of residents now and for years to come. The Mobility Plan and Mobility Fee is a step towards a more robust and reflective network. The following next step programs and policies will support the Village as it moves towards implementing the identified mobility projects. Adopting and developing these policies and programs will support long-term objectives and continue the short and near term momentum necessary to achieve plan elements.

Potential next steps have been categorized into policy and planning, programs, and projects. Cities across Florida use these as ways to ensure the Mobility Plan is met and executed.

STEP BY STEP



1 Develop and Implement Residential Traffic Calming Program

Background

The Village should develop a Residential Traffic Calming Program and Ordinance as a next-step program. The limits of the Residential Traffic Calming Program should be implemented throughout the Village in residential focused areas. The Residential Traffic Calming Program prioritizes the safe and efficient movement of people bicycling, walking, and accessing transit by reducing motor vehicle speeds. Traffic calming is a low-impact, low-cost solution to achieving Complete Streets within the local roadway network and has been found to be effective in altering driver behavior. The goals of traffic calming are:

- Reduce vehicle traffic and speeds on local roads
- Enhance quality of life for residents and visitors
- Reduce crashes and improve safety

The Residential Traffic Calming Program establishes various horizontal and vertical elements to be used. Potential horizontal elements include street murals, pavement markings, on-street bike lanes, and other elements to narrow effective travel lane widths. The program would also establish criteria for vertical elements such as divided medians, chicanes, speed bumps / tables, raised intersections, or curb extensions. A balance of horizontal and vertical devices along with intersection treatments such as roundabouts or traffic circles are effective in maintaining residential access, while reducing cut-through traffic and lowering vehicle speeds.

Guidance

The program follows a four-step process, including:

1. A petition and preliminary evaluation,
2. A traffic study,
3. A public meeting; and
4. A final evaluation and implementation

To meet the minimum requirements for traffic calming and use best practices, the following criteria should be considered:

- The street must be a local residential street or collector street, with a posted speed limit of 20 mph or less.
- The street must have an average daily traffic volume of less than 5,000 vehicles.
- The street must not serve as an emergency vehicle route.
- The street must not have any physical constraints that would prevent the implementation of traffic calming measures, such as drainage ditches, narrow rights-of-way, or overhead utilities.
- The traffic calming measure must consider the impact on public safety or emergency response times (with thresholds defined by the program).
- The traffic calming measure must not negatively impact transit service (with thresholds defined by the program).
- The traffic calming measure must be supported by a majority of affected property owners.
- The traffic calming measure must be deemed feasible by the Village's traffic engineering staff.
- The traffic calming measure must be cost-effective and sustainable.
- The traffic calming measure must comply with all applicable design standards and guidelines.

Traffic Calming Examples

Traffic Calming Technique	Description	Advantages	Disadvantages
Speed Humps	Raised pavement sections that force drivers to slow down	Effective at reducing speeding; Relatively low cost	Can cause discomfort for passengers and emergency vehicles
Roundabouts	Circular intersections that slow traffic and improve flow	Reduce number and severity of crashes; Improve traffic flow	Require more space than traditional intersections; Can increase congestion during peak hours
Chicanes	Altering the layout of streets to create curves or other challenging features	Slows traffic; Creates visual interest	Can be expensive; May cause confusion for drivers
Shared Spaces	Removing traditional street markings and signals to encourage drivers, cyclists, and pedestrians to share the road	Reduces speed and promotes safety; Can improve aesthetics of the area	Requires significant public education and outreach; May be confusing for drivers and pedestrians
Traffic Islands	Raised areas in the center of a street that force drivers to slow down and navigate around them	Effective at reducing speeding; Can improve aesthetics of the area	Require significant space; Can obstruct emergency vehicle access

Other traffic calming design considerations include:

- Target speed of 20 MPH.
- The most effective distance between traffic calming devices is 300-500 feet.
- Traffic calming devices should not be less than 150 feet from an intersection or bridge.

To formalize the program, the Village should adopt a Traffic Calming Ordinance, develop a Traffic Calming Advisory Committee composed of technical and public stakeholders, and allocate funding to this program. Residents will have step by step instructions on submitting a petition to the Village Public Works Department. The combination of program elements provide a formal process to assess community requests, provide for technical determination of feasibility and develop a traffic calming device menu.

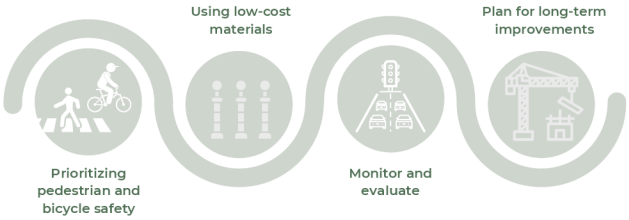
2 Develop a Quick Build Program

Background

Tactical Urbanism, or quick build road projects, are a type of transportation infrastructure project that is designed to be constructed quickly and inexpensively, often using low-cost materials and temporary designs. These projects are intended to provide immediate improvements to the transportation network, while also allowing for future, more permanent, adjustments based on feedback, monitoring and evaluation, and data.

The Village of Palm Springs should consider the guidance provided by NACTO's "Don't Give Up at the Intersection" report to implement quick build road projects that prioritize the safety and accessibility of all transportation users. This could involve using low-cost materials and temporary designs to quickly and efficiently implement improvements to intersections and other transportation infrastructure.

The Village should consider several key recommendations for improving intersection design, including:



Guidance

Tactical Urbanism projects typically use a variety of low-cost, easy-to-implement materials that are readily available and can be quickly installed. Here are some examples of quick build materials:

- Paint: Paint can be used to create temporary or semi-permanent markings, such as crosswalks, bike lanes, and traffic calming measures.
- Plastic bollards: Plastic bollards are durable and flexible barriers that can be quickly installed to separate bike lanes from vehicular traffic or to create temporary pedestrian plazas.
- Planters: Planters can be used to create temporary curb extensions, which help slow down traffic and create more space for pedestrians and cyclists.
- **Rubber speed humps:** Rubber speed humps can be used to reduce vehicle speeds and improve safety for pedestrians and cyclists.
- **Flexible posts:** Flexible posts can be used to delineate bike lanes or other areas of the road, and can be easily removed if necessary.
- **Prefabricated elements:** Prefabricated elements, such as concrete curb extensions or pedestrian islands, can be used to quickly and easily create semi-permanent infrastructure improvements.

These materials can be used to create a range of quick build projects, from temporary pop-up bike lanes to semi-permanent pedestrian plazas. By using low-cost, readily available materials, these projects can be implemented quickly and inexpensively, making it easier to run pilot programs and make rapid improvements to transportation infrastructure.

3 Initiate Corridor Planning

Background

It is recommended that the Village of Palm Springs fund and program preliminary planning and engineering studies for select projects to ensure project feasibility. Mobility Plan project recommendations should be prioritized and programmed for implementation into the Village's Capital Improvements Plan.

To ensure project feasibility, the Village should invest in funding preliminary planning and engineering studies. Steps for Corridor Planning involve a process of assessing what data, decisions and relationships need to be considered, acquired or made throughout the corridor planning process.

The Village may benefit in developing a Corridor Planning Checklist to highlight risks and funding opportunities. Per F.S. 163.317, a Capital Improvement Plan is to be reviewed by the local government on an annual basis, the corridor planning phase can be identified as an initial phase of an unfunded project. The Village should provide detailed information about the proposed project through a Corridor Planning Development process.

Guidance

The following are items that may be included in a Corridor Planning Checklist:

- Project location, limits, and length
- Project purpose
- Existing posted speed and target speed with anticipated changes in posted speed limits and design speeds
- Consistency of the proposed project with the applicable Long-Range Transportation Plan ("LRTP"), Transportation Improvement Program ("TIP"), Transit Development Plan ("TDP"), Comprehensive Plan, master plans, visions, and Complete Streets Initiatives.
- Safety Analysis
- Impact on school crossing locations and midblock crossings
- Case-specific special considerations to be determined (e.g., railroad crossing improvements)
- Proposed change in lane configuration - typical sections development
- Proposed use(s) for the right-of-way after the lanes are eliminated (e.g., widened sidewalks, bicycle lanes, landscaping, on-street parking, and transit lanes)
- Impact on bicycle/pedestrian infrastructure and connectivity
- Impact on transit routes, stop locations (including appropriateness of turn radii and lane widths), include total number of stops and routes in the area
- Utilities coordination, proposed utilities upgrades and capital improvement projects, development projects, etc.
- Public involvement, agency outreach and endorsement - plan for obtaining input and review from businesses, residents, and other stakeholders
- Project cost estimate, funding source, and schedule

4 Implement the ADA Transition Plan

Background

I'll help you write an ADA Transition Plan following a similar format and length.
Background It is recommended that municipalities develop and implement a comprehensive Americans with Disabilities Act (“ADA”) Transition Plan to ensure equal access to all public facilities, programs, and services for individuals with disabilities. The ADA, enacted in 1990, requires public entities to remove barriers that prevent people with disabilities from accessing public spaces and services.

The Village has demonstrated its commitment to ADA compliance by conducting a thorough evaluation of its facilities and infrastructure, identifying specific barriers that need to be addressed. This proactive approach positions the Village to move forward with strategic barrier removal and accessibility improvements. The implementation phase will focus on systematically addressing identified barriers in buildings, sidewalks, curb ramps, pedestrian signals, and other public infrastructure throughout Palm Springs. For the Village, executing this transition plan will help prioritize improvements, allocate resources effectively, and ensure systematic progress toward full accessibility. The plan's implementation will create a more inclusive environment for all community members while maintaining compliance with federal ADA requirements. Regular monitoring and updates will ensure the plan remains responsive to community needs and effectively addresses the identified barriers.

Guidance

To successfully implement the ADA Transition Plan based on the completed self-assessment, the Village of Palm Springs should establish a comprehensive framework that includes prioritization strategies, detailed timelines, clear responsibilities, and ongoing monitoring processes.

Key Implementation Elements:

- Prioritization Strategy - Develop a clear ranking system for addressing barriers based on severity of impact, frequency of facility use, and public input from the disability community
- Implementation Timeline - Create a detailed schedule for barrier removal projects, including specific start and completion dates, considering both immediate needs and long-term improvements
- Project Management Responsibilities - Designate specific staff members or departments to oversee various aspects of the plan's implementation, ensuring clear accountability and coordination
- Cost Analysis and Budgeting - Prepare detailed cost estimates for each identified barrier removal project and develop annual budget allocations to support systematic improvements
- Technical Compliance Standards - Establish specific construction and design standards that meet or exceed current ADA requirements for all barrier removal and modification projects
- Public Communication Plan - Maintain regular updates to the community about implementation progress, upcoming projects, and opportunities for public input through various communication channels

5 Adopt Quality of Service (QOS) Standards

Background

The Village should develop Quality of Service ("QOS") standards to establish a policy framework for moving towards Vision Zero and Safer Streets for All.

Street QOS standards are based on posted speed limits and are recommended for adoption in the Comprehensive Plan in recognition that slower speeds create a safer transportation system for all modes of travel. QOS standards for people walking, biking, or using micromobility or microtransit are based on (1) the width of the facility (i.e., bike lane, path, sidewalk); (2) the type of physical separation between multimodal facilities and travel lanes for cars, SUVs, and other motor vehicles; and (3) the posted speed limit.

QOS standards can either be an alternative or a complement to roadway LOS standards. They are similar to roadway LOS standards in that they offer a methodology with which to evaluate deficiencies in the transportation system.

A clear methodology allows cities to correct public facility deficiencies and identify system needs which are necessary to implement the comprehensive plan in a consistent manner. QOS standards provide a more flexible and innovative methodology (approved by FDOT) within which to reimagine who the transportation system is serving and how streets are designed and evaluated.

Guidance

QOS standards are intended to be used for the following planning and design activities and incorporation into the Comprehensive Plan ("CP") and Land Development Regulations ("LDRs"):

- Identification of mobility needs and mobility projects to address those needs.
- Performance measures to evaluate over time changes in service and mobility provided.
- Prioritize mobility projects for annual capital improvement programming.
- Develop Complete Streets design standards in the LDRs for new and retrofitted streets.
- Implement FDOT's Context Classifications for Complete Streets.
- Develop mobility strategies in the Comprehensive Plan and Land Development Regulations for new development.
- Develop a multimodal site access analysis methodology and internal street evaluation requirements; and
- Develop multimodal criteria to review Comprehensive Plan Amendments and Planned Unit Developments.

6 Implement the Vision Zero Action Plan

Background

Vision Zero is a road safety policy that aims to eliminate all traffic fatalities and serious injuries, while increasing safe, healthy, equitable mobility for all. The Village of Palm Springs can benefit from a Vision Zero Policy as it will create a safe, healthy and equitable environment for all residents and visitors, and help to prevent traffic-related deaths and injuries. The policy focuses on the 3 Es: Engineering, Education, and Enforcement, which are crucial to improving road safety.

	# of Crashes	# of Injuries	# of Fatalities
Riviera Beach	4,999	1,243	34
Village of Palm Springs	18,101	2,949	37

Between 2014 and 2023, Riviera Beach has significantly fewer crashes and injuries compared to the Village of Palm Springs. Riviera Beach records a total of 4,999 crashes, about one-fourth of the 18,101 crashes in the Village of Palm Springs. Similarly, Riviera Beach has less than half the number of injuries and roughly the same number of fatalities as the Village of Palm Springs.

Guidance

The 3 Es for the Village of Palm Springs are:

- Engineering: This involves designing and building streets that prioritize the safety of all users, including pedestrians, bicyclists, and motorists. It includes actions such as traffic calming, shared-use paths, and pedestrian crossings.
- Education: This involves educating the public about road safety, through programs such as driver education, public awareness campaigns, and community events.
- Enforcement: This involves enforcing traffic laws to ensure that all road users are obeying the rules of the road. This can include increased police presence, automated speed cameras, and targeted enforcement efforts.

A Vision Zero Action Plan is a document that outlines the specific actions and strategies that a Village will undertake to achieve zero traffic fatalities and serious injuries. It includes a range of strategies across the 3 Es, and typically involves collaboration between multiple Village departments, community groups, and other stakeholders.

An example of a simple Vision Zero strategy is the "20 is Plenty" campaign, which aims to reduce speed limits to 20 mph in residential areas. This campaign has been shown to improve road safety and reduce fatalities and serious injuries. The Village could adopt the campaign by resolution.

7 Implement a Wayfinding Program

Background

It is recommended that the Village of Palm Springs implement a wayfinding program to enhance the efficiency of the transportation system, improve access, and facilitate placemaking. Complete Streets often use wayfinding and route signage as essential components of mobility planning elements beyond the construction of a continuous, interconnected network of multimodal improvements.

Wayfinding can be both physical and virtual tools that provide predictability and consistency in the way people find their points of interest around the Village. The approach to any project begins with understanding community needs and the environment; to help people become familiar with the surroundings, and provide guidance to destinations. Locations of significant landmarks, historic sites and architectural buildings are examples of destinations. At these locations, a simple sign or symbol is preferred, but it must be distinctive.

Image 21: Village of Palm Springs Wayfinding Standards

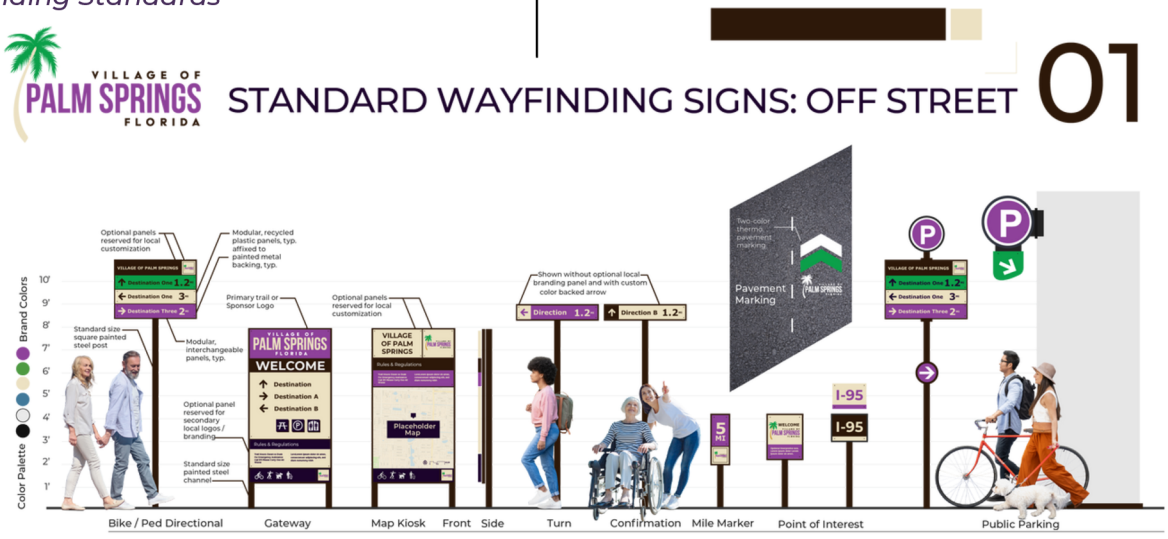
Guidance

The following criteria are priorities for phased implementation to develop a effective implementation schedule:

- Develop a funding strategy and project phasing.
- Determine program specifications.
- Develop a location plan.
- Visioning and public meeting to present preliminary recommendations.

The following best practices will assist the Village to provide seamless wayfinding that addresses all modes of transportation starting with pedestrians:

- Destinations can be conveyed with walking information deployed in stations and other digital tools utilizing and leveraging technology to quickly obtain information through modal integration.
- A strategic deployment of a single standard that is unique to the district allowing for content that is unique to the area through local distinctiveness.
- Design for all users by developing a plan that prioritizes safety, with accessibility as the focal point.



8 Implement a Pedestrian Level Lighting

Background

It is recommended that the Village of Palm Springs implement enhanced pedestrian-level lighting standards to improve safety, accessibility, and visibility for all users of public spaces, particularly during evening hours. The Village's commitment to creating well-lit pathways and public areas demonstrates its dedication to community safety and accessibility. Proper lighting is essential for creating secure walking environments, reducing trip hazards, and ensuring that all community members, including those with visual impairments, can navigate public spaces safely.

For the Village, implementing comprehensive lighting standards will enhance the overall quality of public spaces, support crime prevention through environmental design ("CPTED") principles, and improve the visibility of pathway obstacles and elevation changes. The lighting implementation should focus on walkways, crosswalks, public gathering spaces, and areas with high pedestrian activity. Standardized lighting specifications will ensure consistent illumination levels throughout the Village while considering energy efficiency and dark sky compliance.

Guidance

Enhanced pedestrian lighting is important for creating safe, accessible pathways throughout the Village. Implementation should follow specific technical standards while considering both safety and aesthetic impacts.

Key Implementation Elements:

- Light Level Requirements - Maintain minimum 1.0 footcandle along pedestrian walkways and 2.0 footcandles at crosswalks and intersections, with a maximum uniformity ratio of 4:1
- Fixture Specifications - Install energy-efficient LED luminaires mounted at 12-14 feet height for pathways and 16 feet maximum for parking areas, using full cut-off fixtures to minimize light pollution
- Color Temperature - Utilize warm white LED lights (3000K-4000K) to provide natural color rendering while maintaining visual comfort
- Control Systems - Implement photoelectric controls for automatic dusk-to-dawn operation, with the capability to adjust lighting levels during low-activity periods
- Priority Areas - Focus initial implementation on high-traffic pedestrian zones, transit stops, parks, buildings, and areas identified in the ADA assessment as needing improved visibility
- Maintenance Schedule - Establish regular inspection and maintenance protocols, including quarterly checks for proper operation and annual cleaning of fixtures
- Energy Efficiency - Select fixtures meeting or exceeding Energy Star certification requirements, with a minimum efficiency of 100 lumens per watt
- Dark Sky Compliance - Ensure all new fixtures meet International Dark Sky Association (IDA) standards for reducing light pollution and sky glow

9 On-Demand Microtransit Pilot

Background

On-demand microtransit is a flexible transportation service that uses small, low-speed vehicles such as golf carts to transport people on short trips within a defined service area. The service is typically summoned through a smartphone app, allowing riders to schedule a pick-up and drop-off location and time.

For the Village of Palm Springs, a microtransit service using low-speed vehicles could help provide transportation options for people who may not have access to a personal vehicle or find it hard to walk long distances. This could make transportation more affordable and convenient for residents and visitors, reducing the need for personal vehicles and parking. Using microtransit would also give the Village more control over its transit service, instead of relying solely on the regional PalmTran bus system. A microtransit service would be useful for short, local trips that are around 3 miles or less. These trips make up around half of all daily trips.

During major events in the Village of Palm Springs, on-demand microtransit could help offset parking demand by providing a convenient transportation option for attendees. The service could transport attendees from designated parking areas to the event location, reducing the need for large parking lots and easing traffic congestion in the downtown area.

Guidance

To initiate the on-demand microtransit, the Village should consider the following:

- Conduct a feasibility study: Conduct a feasibility study to determine the need for on-demand microtransit services and the areas that require such services. The study would also help in identifying potential partners and service providers.
- Develop a plan: Develop a plan that outlines the goals, objectives, and strategies for implementing on-demand microtransit services. The plan should also outline the roles and responsibilities of various stakeholders.
- Identify partners: Identify potential partners, such as microtransit service providers, private developers, and event organizers. Establishing partnerships with local businesses and event organizers would help offset the demand for parking during events.
- Develop a pilot program: The pilot program would help determine the level of demand and help identify any issues that need to be addressed.
- Obtain permits: Low-speed vehicles typically cannot operate on arterial roads with posted speed of 35 MPH or higher. The Village would need to obtain permits from relevant authorities, such as the Florida Department of Transportation (FDOT) and Palm Beach County, for the use of low-speed vehicles on State or County roads.
- Publicize the program: Publicize the on-demand microtransit program through various channels, such as social media, local news outlets, and community events.

10 Initiate a Village Beautification Program (Streetscape, Street Trees and Landscape Enhancement Plan)

Background

It is recommended that the Village of Palm Springs establish a comprehensive Beautification Program encompassing streetscape, street trees, landscape enhancement, and canal bank improvements. This initiative would transform both traditional streetscapes and the Village's extensive canal system into attractive, functional spaces that enhance the community's character. Through collaboration with the Lake Worth Drainage District ("LWDD"), the Village can extend beautification efforts to canal banks, creating linear parks and enhanced green corridors while maintaining necessary drainage functions. Streetscape and tree canopy improvements, combined with canal bank enhancements, are crucial for creating safe, comfortable, and attractive environments for multimodal travel while improving overall urban quality. The program would begin with a thorough inventory of existing landscape assets, including canal banks, to identify appropriate types of canopy and understory trees, establish landscape treatments, and develop prioritization criteria. The focus would be on core objectives including enhancing existing vegetation, implementing proposed streetscape projects, and adding canopy trees where Complete Streets and multimodal improvements are recommended. Success requires dedicated staff for program initiation and maintenance, as well as strong coordination with LWDD for canal bank improvements.

Guidance

A comprehensive beautification strategy requires careful planning, sustainable funding, and clear implementation guidelines for both traditional streetscapes and canal bank enhancements.

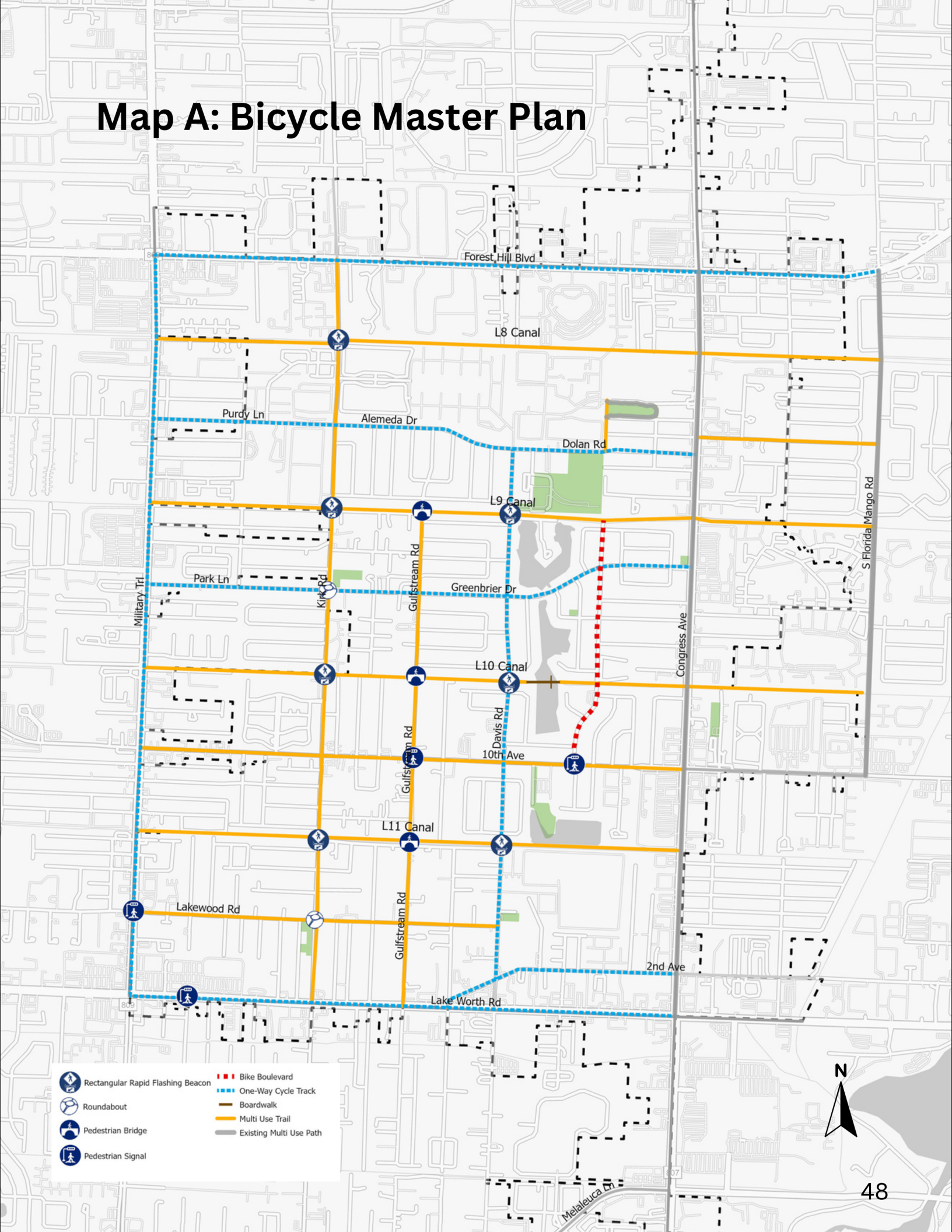
Key Implementation Elements:

- Funding Mechanism - Dedicate 1% of developer fees to the Village's Beautification program, potentially supplemented by grants and public-private partnerships, with specific allocations for canal bank projects
- LWDD Partnership Framework - Develop formal agreements with LWDD outlining responsibilities, maintenance protocols, and design standards for canal bank improvements while ensuring drainage function preservation
- Native Species Selection - Consult with arborists and LWDD to create an approved list of Florida native trees and plants suitable for both streetscapes and canal banks, emphasizing species that enhance water quality and bank stability
- Implementation Process - Integrate beautification projects into existing street maintenance programs while coordinating with LWDD's maintenance schedule for canal work
- Technical Standards - Establish specific design guidelines for both streetscape and canal bank improvements, including setback requirements, plant spacing, and maintenance access
- Maintenance Protocol - Define clear responsibilities for ongoing maintenance, with the Village, LWDD, and property owners each having specific roles in upkeep and monitoring

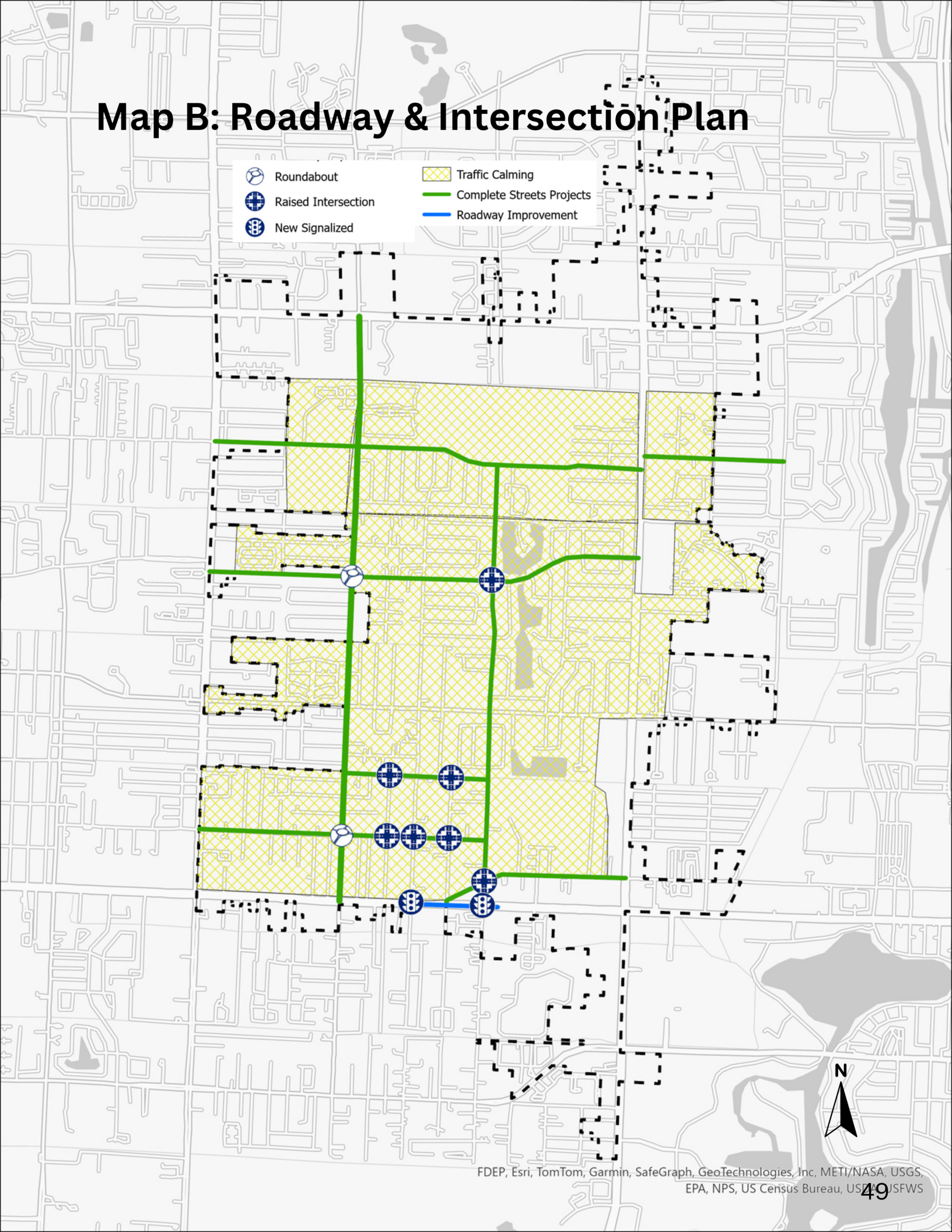
MAPS

Complete Streets

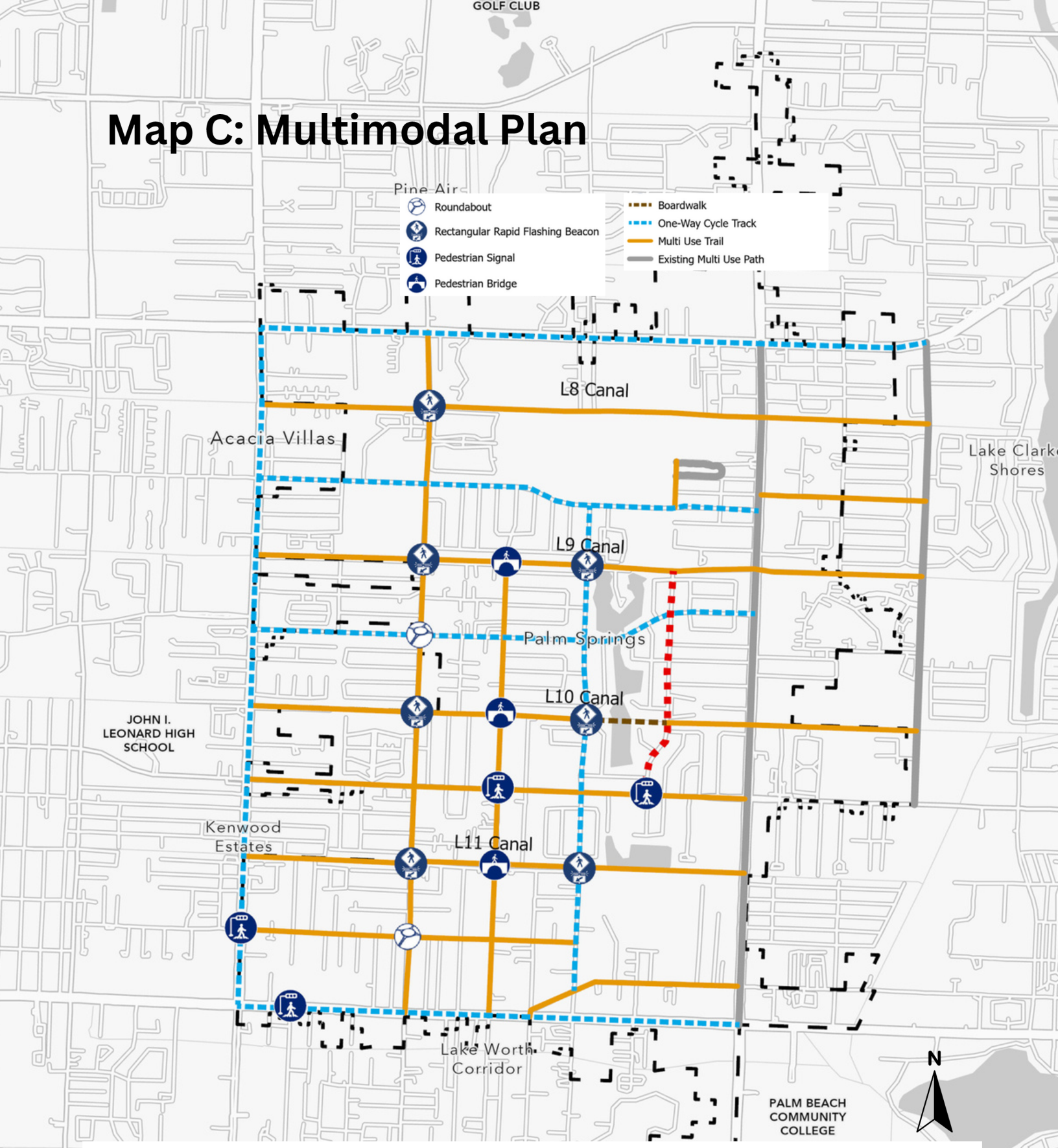
Map A: Bicycle Master Plan



Map B: Roadway & Intersection Plan



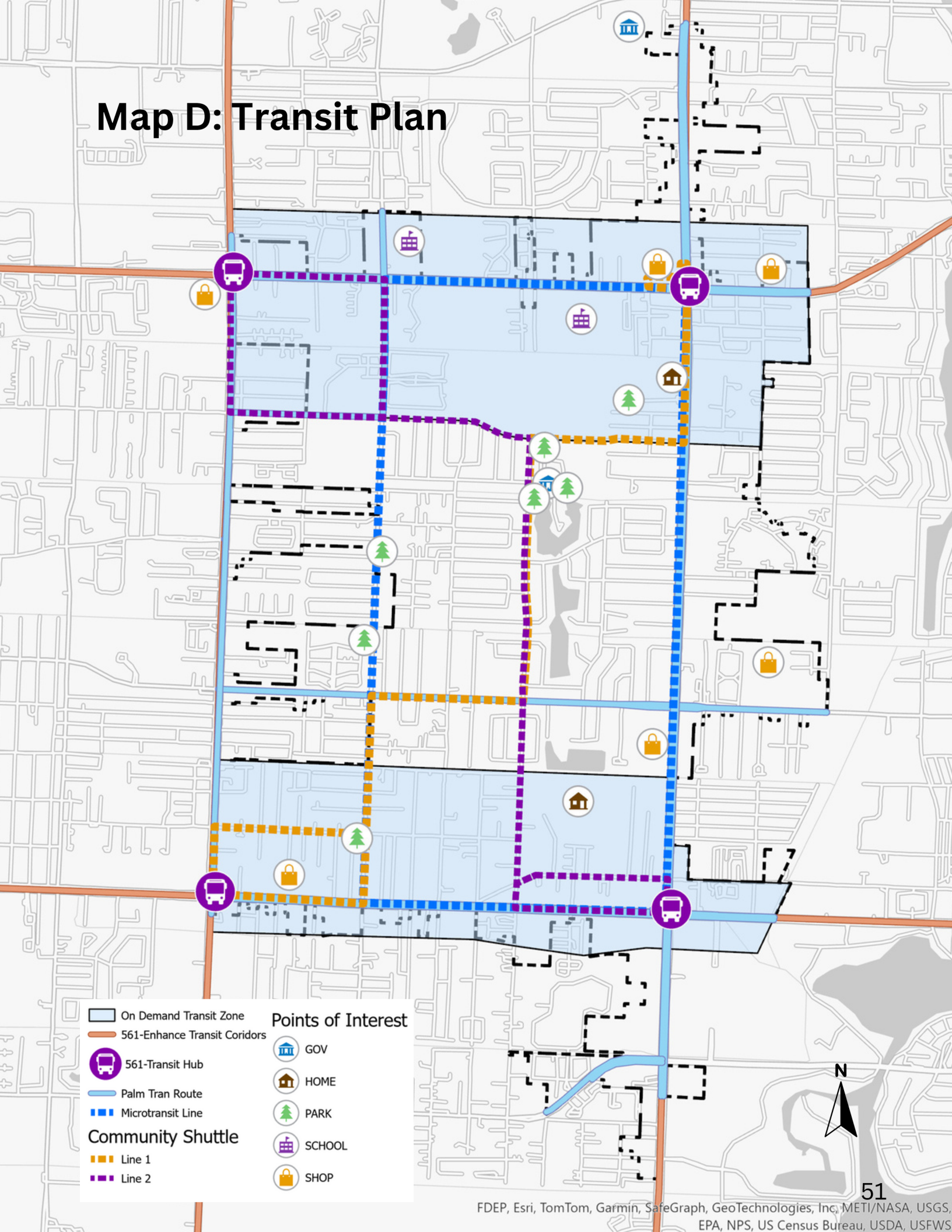
Map C: Multimodal Plan



To illustrate a complete picture of connectivity within the future multimodal transportation system, Map B maps projects in the Mobility Plan with projects recommended in the Village of Palm Springs Multimodal Map

FDEP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

Map D: Transit Plan



APPENDIX A

Roadway & Intersections

Mobility Plan Table of Projects / Roadway & Intersection Plan

Project ID	Facility Name	From	To	Length (Miles)	Project Type
1	2nd Ave and Davis Rd, Lakewood Rd and Corrigan Ct, Lakewood Rd and Gulfstream Rd, Lakewood Rd and Coconut Rd, Canal Rd and Coconut Rd, Canal Rd and Corrigan Ct, Greenbrier Dr and Davis Rd.	2nd Avenue	Davis Road	7 EA	Raised Intersection
2	Kirk Rd and Park Ln Roundabout	Kirk Road	Park Lane	EA	Roundabout
3	Kirk Rd and Lakewood Rd Roundabout	Kirk Road	Lakewood Road	EA	Roundabout
4	Lake Worth Rd Improvements from Gulfstream to the Lake Worth Swapshop Drive In	Gulfstream Road	Lake Worth Road	0.31	Intersection Improvement
5	2nd Ave N Complete Streets	S. Congress Avenue	Lake Worth Road	0.66	Complete Streets Project
6	Davis Rd Complete Streets	2nd Avenue	Alameda Drive	1.73	Complete Streets Project
7	Greenbrier Dr/Park Lane	S. Congress Avenue	Military Trail	1.52	Complete Streets Project
8	Purdy Road, Dolan Rd and Alameda Dr Complete Streets	S. Congress Avenue	Military Trail	1.53	Complete Streets Project
9	Meadow Rd Complete Streets	Meadow Road	Forest Hill Boulevard	0.77	Complete Streets Project
10	Lakewood Road Complete Streets	Davis Road	Military Trail	1.01	Complete Streets Project
11	Military Trail Lighting Improvements	Lake Worth Road	Forest Hill Boulevard	2.28	Lighting
12	Forest Hill Lighting Improvements	Florida Mango Road	Military Trail	2.01	Lighting
13	Villagewide Lighting Improvements	Village Wide	Village Wide	Various Locations	Lighting

APPENDIX B

Multimodal



Mobility Plan Table of Projects / Multimodal Plan

Project ID	Facility Name	From	To	Length (Miles)	Project Type
1	Pedestrian Bridge Connection along Gulfstream Rd. over the L-9, L-10 and L11 Canal	Gulfstream Road	Gulfstream Road	3 EA	Pedestrian Bridge
2	Crosswalk RRFB Various Locations (Kirk Rd L-8 Canal, Kirk Rd L-9 Canal, Davis Rd L-9 Canal, Kirk Rd L-10 Canal, Davis Rd L-10 Canal, Kirk Rd L-11 Canal, Davis Rd L-11 Canal)	Village Wide	Village Wide	7 EA	Rectangular Rapid Flashing Beacon
4	Kirk Road Multi-use Path	Lake Worth Road	Forest Hill Boulevard	2.29	Multi Use Trail
5	Canal L-8 Multi-use Path	Lake Worth Road	Forest Hill Boulevard	1.99	Multi Use Trail
6	Canal L-9 Multi-use Path	Lake Worth Road	Forest Hill Boulevard	1.89	Multi Use Trail
7	Canal L-10 Multi-use Path	Lake Worth Road	Forest Hill Boulevard	1.42	Multi Use Trail and Boardwalk
8	Canal L-11 Multi-use Path	Lake Worth Road	Forest Hill Boulevard	2.03	Multi Use Trail
9	Sidewalk Gap Various Locations	Village Wide	Village Wide	27.03	Sidewalk
10	Traffic Calming Villagewide	Village Wide	Village Wide	Various Locations	Traffic Calming
11	Lake Worth Ave. Lane Repurposing	S. Congress Avenue	Military Trail	1.51	Lane Repurposing
12	10th Ave. Multi-use Path	S. Congress Avenue	Military Trail	1.51	Multi-Use Trail
13	Military Trail Lane Repurposing	Lake Worth Road	Forest Hill Boulevard	2.28	Lane Repurposing
14	Forest Hill Lane Repurposing	Florida Mango Road	Military Trail	2.01	Lane Repurposing

APPENDIX C

Mobility Plan Programs

Mobility Plan Table of Projects / Mobility Plan Programs

Project ID	Project Name	Timeframe	Project Type
1	Complete Streets Policy	Short-Term (1-3 Years)	Village Wide
2	ADA Transition Plan	Short-Term (1-3 Years)	Village Wide
4	Safe Routes to School and Park Program	Mid-Term (3-5 Years)	Village Wide
5	Microtransit Community Shuttle Ordinance	Mid-Term (3-5 Years)	Village Wide
6	Microtransit Community Shuttle Program	Mid to Long-Term (10+Years)	Village Wide
7	Vision Zero Action Plan Update	Short to Long-Term (Up to 20 Years)	Village Wide
8	Residential Traffic Calming Ordinance	Short-Term (1-3 Years)	Village Wide
9	Residential Traffic Calming Program	Short to Long-Term (Up to 20 Years)	Village Wide
10	Wayfinding Program	Short-Term (1-3 Years)	Village Wide
11	Pedestrian Lighting Upgrade Program	Mid to Long-Term (10+Years)	Village Wide

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www.ddec.com



Board of County Commissioners
Detail Impact Fee Revenue
Village of Palm Springs

Descriptions	FY 2023 Actual
School Impact Fee Zone 1	$ 1,296,207
Roads Impact Fees Zone 2	694,041
Parks Impact Fees Z-2	174,187
Fire Rescue Impact Fees	56,042
Public Building Impact Fees	31,001
Grand Total	**$ 2,251,479**

Summary of Impact Fees	FY 2023 Actual
School	$ 1,296,207
Roads	694,041
Fire Rescue	174,187
Parks	56,042
Public Building	31,001
Grand Total	**$ 2,251,479**

Board of County Commissioners
Impact Fees Expenditures
Road Program Zone 2

Project Name		FY 2023 Expenditure
Florida Mango Rd Over LWDD L-9&L-10 Canals, Bridge Replace	$	133,882
Okeechobee Blvd & Church St. Intersection Imp	$	6,511
Florida Mango Rd, Barbados Rd To N Of Myrica Rd	$	33,186
Military Tr & Forest Hill Blvd Intersection	$	1,382,716
45th St/E Of Haverhill To W Of Military Trail	$	12,141
Fl Mango Over LWDD L-8 Canal to Edgewater Dr to S of Barbado	$	1,757,022
10th Ave N & Boutwell Rd Intersection	$	11,969
Australian Ave/Banyan Blvd to 45th St	$	131,199
Florida Mango Rd Over LWDD L-6 Canal	$	53,945
Roebuck Rd/Jog Rd To Haverhill Rd	$	748
Haverhill Rd/N. Of Caribbean Blvd to Bee Line Hwy	$	598,518
Congress Ave & Palm Beach Lakes Blvd Intersection	$	106,384
Okeechobee Blvd/Haverhill Rd Intersection Imp	$	72,189
Gun Club Rd, Forest Estates Dr to LWDD E 3 Canal	$	86,139
Kirk Rd, Summit Blvd to Gun Club Rd	$	77,305
Kirk Rd, LWDD L-7 to Summit Blvd	$	46,042
10th Ave N, W of Congress Ave to I-95	$	512
Austrailian Avenue, I-95 to Okeechobee Blvd	$	49,664
Haverhill Rd., S. of Ceceile Ave. to N. of Century Blvd	$	11,754
Sherwood Forest Blvd., Lake Worth Rd to N of 10th Ave N	$	2,218
45th St & Haverhill Rd Intersection Improvements	$	5,101
Austrailian Ave. from Banyan Blvd to 45th	$	539,250
Grand Total	**$**	**5,118,395**

Board of County Commissioners
Detail Impact Fee Revenue
Village of Palm Springs

Descriptions	FY 2022 Actual
School Impact Fee Zone 1	$ 509,630
School Impact Fee Zone 2	107,705
Roads Impact Fees Zone 2	582,583
Parks Impact Fees Z-2	75,853
Fire Rescue Impact Fees	30,260
Public Building Impact Fees	27,366
Grand Total	**$ 1,333,396**

Summary of Impact Fees	FY 2022 Actual
School	$ 617,335
Roads	582,583
Fire Rescue	75,853
Parks	30,260
Public Building	27,366
Grand Total	**$ 1,333,396**

Board of County Commissioners
Impact Fees Expenditures
Road Program Zone 2

Project Name	FY 2022 Expenditure
Florida Mango Rd Over LWDD L-9&L-10 Canals, Bridge Replace	$ 87,839
Lake Worth Rd & Jog Rd Intersection	145
Palm Beach Lakes Blvd & N. Robbins Dr.	7,523
Okeechobee Blvd & Church St. Intersection	3,541
Australian Ave & 25th St Intersection	79
Florida Mango Rd, Barbados Rd To N Of Myrica Rd	56,918
Military Tr & Forest Hill Blvd Intersection	256
45th St/E Of Haverhill To W Of Military Trail	20,420
Fl Mango Over LWDD L-8 Canal S of Exuma Rd to N of Antigua Rd	683,259
10th Ave N & Boutwell Rd Intersection	32,350
Australian Ave/Banyan Blvd to 45th St	622,726
Florida Mango Rd Over LWDD L-6 Canal	8,237
Roebuck Rd/Jog Rd To Haverhill Rd	297,268
Haverhill Rd/N. Of Caribbean Blvd to Bee Line Hwy	3,021,392
Congress Ave & Palm Beach Lakes Blvd Intersection	80,035
Okeechobee Blvd/Haverhill Rd Intersection	30,076
Gun Club Rd, Forest Estates Dr to LWDD E 3 Canal	9,476
Kirk Rd, Summit Blvd to Gun Club Rd	219,516
Kirk Rd, LWDD L-7 to Summit Blvd	194,086
10th Ave N. W of Congress Ave to I-95	144,945
Austrailian Avenue, I-95 to Okeechobee Blvd	47,529
10th Ave. N. & Barnett Drive Intersection	-
Haverhill Rd., S. of Ceceile Ave. to N. of Century Blvd	10,952
Sherwood Forest Blvd., Lake Worth Rd to N of 10th Ave N	45,320
45th St & Haverhill Rd Intersection	4,336
Austrailian Ave. from Banyan Blvd to 45th S	66,634
Grand Total	**$ 5,694,857**

Board of County Commissioners
Detail Impact Fee Revenue
Village of Palm Springs

Descriptions	FY 2021 Actual
School Impact Fee Zone 2	$ 191,497
Roads Impact Fees Zone 2	215,027
Parks Impact Fees Z-2	36,362
Fire Rescue Impact Fees	7,289
Public Building Impact Fees	9,830
Grand Total	**$ 460,005**

Summary of Impact Fees	FY 2021 Actual
School	$ 191,497
Roads	215,027
Fire Rescue	36,362
Parks	7,289
Public Building	9,830
Grand Total	**$ 460,005**

Board of County Commissioners
Impact Fees Expenditures
Road Program Zone 2

Project Name	FY 2021 Expenditure
Florida Mango Rd Over LWDD L-9&L-10 Canals, Bridge Replace	$ 54,512
Lake Worth Rd & Jog Rd Intersection	1,422
Palm Beach Lakes Blvd & N. Robbins Dr.	14,547
Okeechobee Blvd & Church St. Intersection	52,935
Australian Ave & 25th St Intersection	6,404
Florida Mango Rd, Barbados Rd To N Of Myrica Rd	241,028
Military Tr & Forest Hill Blvd Intersection	6,761,937
45th St/E Of Haverhill To W Of Military Trail	48,998
Fl Mango Over LWDD L-8 Canal S of Exuma Rd to N of Antigua Rd	34,830
10th Ave N & Boutwell Rd Intersection	4,380
Australian Ave/Banyan Blvd to 45th St	1,839,173
Florida Mango Rd Over LWDD L-6 Canal	10,161
Roebuck Rd/Jog Rd To Haverhill Rd	425,572
Haverhill Rd/N. Of Caribbean Blvd to Bee Line Hwy	3,309,424
Congress Ave & Palm Beach Lakes Blvd Intersection	321,041
Okeechobee Blvd/Haverhill Rd Intersection	22,818
Gun Club Rd, Forest Estates Dr to LWDD E 3 Canal	81,473
Kirk Rd, Summit Blvd to Gun Club Rd	178,179
Kirk Rd, LWDD L-7 to Summit Blvd	77,293
10th Ave N, W of Congress Ave to I-95	54,749
Austrailian Avenue, I-95 to Okeechobee Blvd	56,063
10th Ave. N. & Barnett Drive Intersection	33,204
Haverhill Rd., S. of Ceceile Ave. to N. of Century Blvd	12,413
Sherwood Forest Blvd., Lake Worth Rd to N of 10th Ave N	4,206
45th St & Haverhill Rd Intersection	4,651
Grand Total	**$ 13,651,413**

Board of County Commissioners
Detail Impact Fee Revenue
Village of Palm Springs

Descriptions	2020 Actual
School I/F Zone 2	$24,014
Roads I/F Zone 2	76,867
Parks I/F Zone 2	5,254
Public Building	3,793
Fire Rescue	6,116
Grand Total	$116,044

Summary of Impact Fees	2020 Actual
School	24,014
Roads	76,867
Parks	5,254
Public Building	3,793
Fire Rescue	6,116
Grand Total	$116,044

Board of County Commissioners
Impact Fees Expenditures
Road Program Zone 2

Project Name:	2020 Expenditures
Florida Mango Rd Over LWDD L-9&L-10 Canals, Bridge Replace	$206,159
Lake Worth Rd & Jog Rd Intersection	$9,430
Palm Beach Lakes Blvd & N. Robbins Dr.	$16,695
Okeechobee Blvd & Church St. Intersection	$5,677
Australian Ave & 25th St Intersection	$23,360
Florida Mango Rd, Barbados Rd To N Of Myrica Rd	$115,228
Military Tr & Forest Hill Blvd Intersection	$330,669
Kirk Rd, S Of LWDD L-7 Canal To Pot O'Gold St	$640
45th St/E Of Haverhill To W Of Military Trail	$21,633
Fl Mango Over LWDD L-8 Canal S of Exuma Rd to N of Antigua Rd	$115,412
10th Ave N & Boutwell Rd Intersection	$14,773
Australian Ave/Banyan Ave to 45th St	$175,650
Florida Mango Rd Over LWDD L-6 Canal	$112,151
Roebuck Rd/Jog Rd To Haverhill Rd	$1,350,755
Haverhill Rd/N. Of Caribbean Blvd to Bee Line	$157,705
Purdy Lane/Forest Hill Elem to E of Major Dr	$3,847
Congress Ave & Palm Beach Lakes Blvd Intersection	$24,149
Okeechobee Blvd/Haverhill Rd Intersection	$70,620
Gun Club Rd, Forest Estates Dr to LWDD E 3 Canal	$92,541
Kirk Rd, Summit Blvd to Gun Club Rd	$2,018
Kirk Rd, LWDD L-7 to Summit Blvd	$4,204
10th Ave N, W of Congress Ave to I-95	$1,880
Austrailian Avenue, I-95 to Okeechobee Blvd	$3,925
10th Ave. N. & Barnett Drive Intersection	$2,547
Grand Total	$2,861,668

MOBILITY PLAN & MOBILITY FEE

VILLAGE OF PALM SPRINGS

1ST Reading of Ordinance



June 12th, 2025

Jonathan B. Paul, AICP

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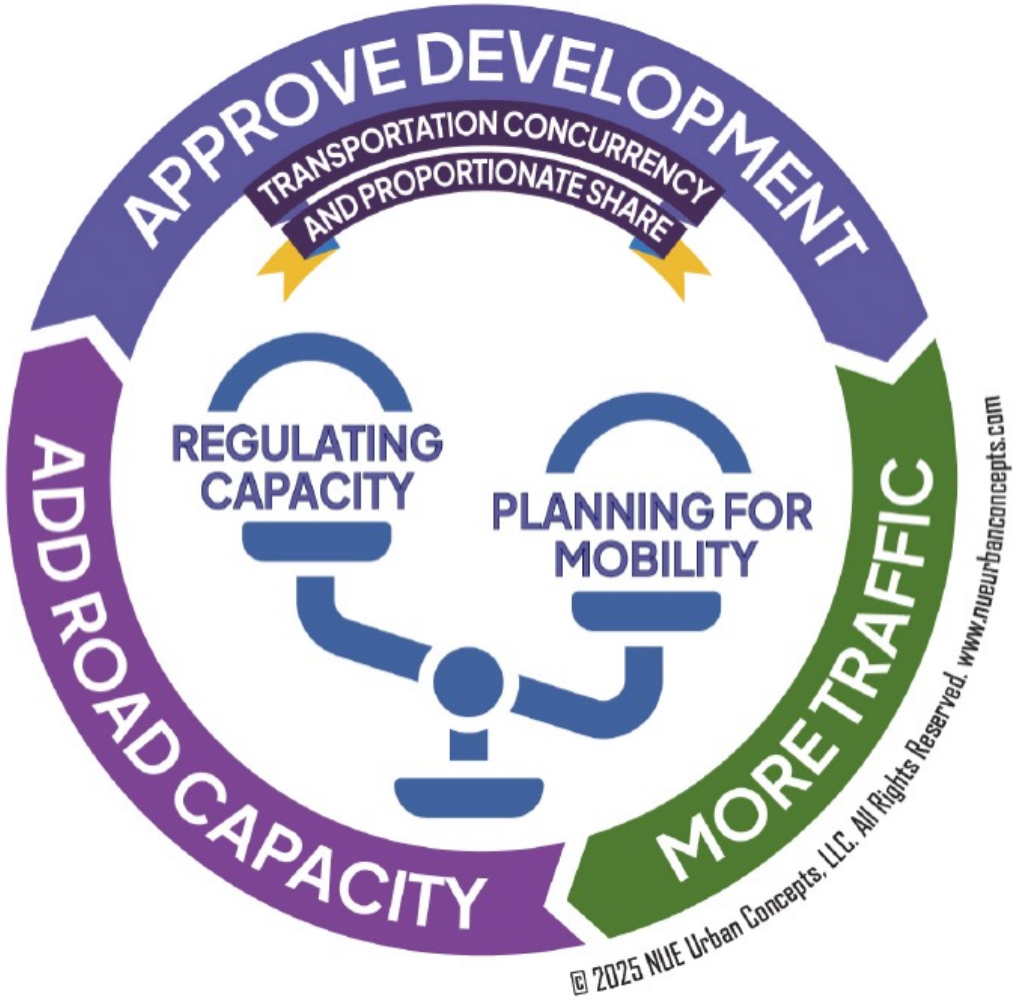
MOVING BEYOND TRANSPORTATION CONCURRENCY

House Bill 479:

Alternative Transportation System

to replace:

- Transportation concurrency
- Proportionate share
- Road impact fees



HOW ARE FEES CURRENTLY ASSESSED?

- Palm Beach County assesses its full Road Impact Fee
- Palm Springs collects the County Road Impact Fee on behalf of the County
- Palm Springs remits the Road Impact Fee to the County
- Palm Beach County funds transportation projects with the Road Impact Fee

HOUSE BILL 479: ADOPTED IN 2024

- **Reiterated that any local government can adopt an alternative transportation system, such as a mobility plan & mobility fee, to replace transportation concurrency, proportionate share, and transportation mitigation fees.**

- **Only one mitigation fee may be collected, by the entity issuing building permits, from development in the City to mitigate transportation impacts.**

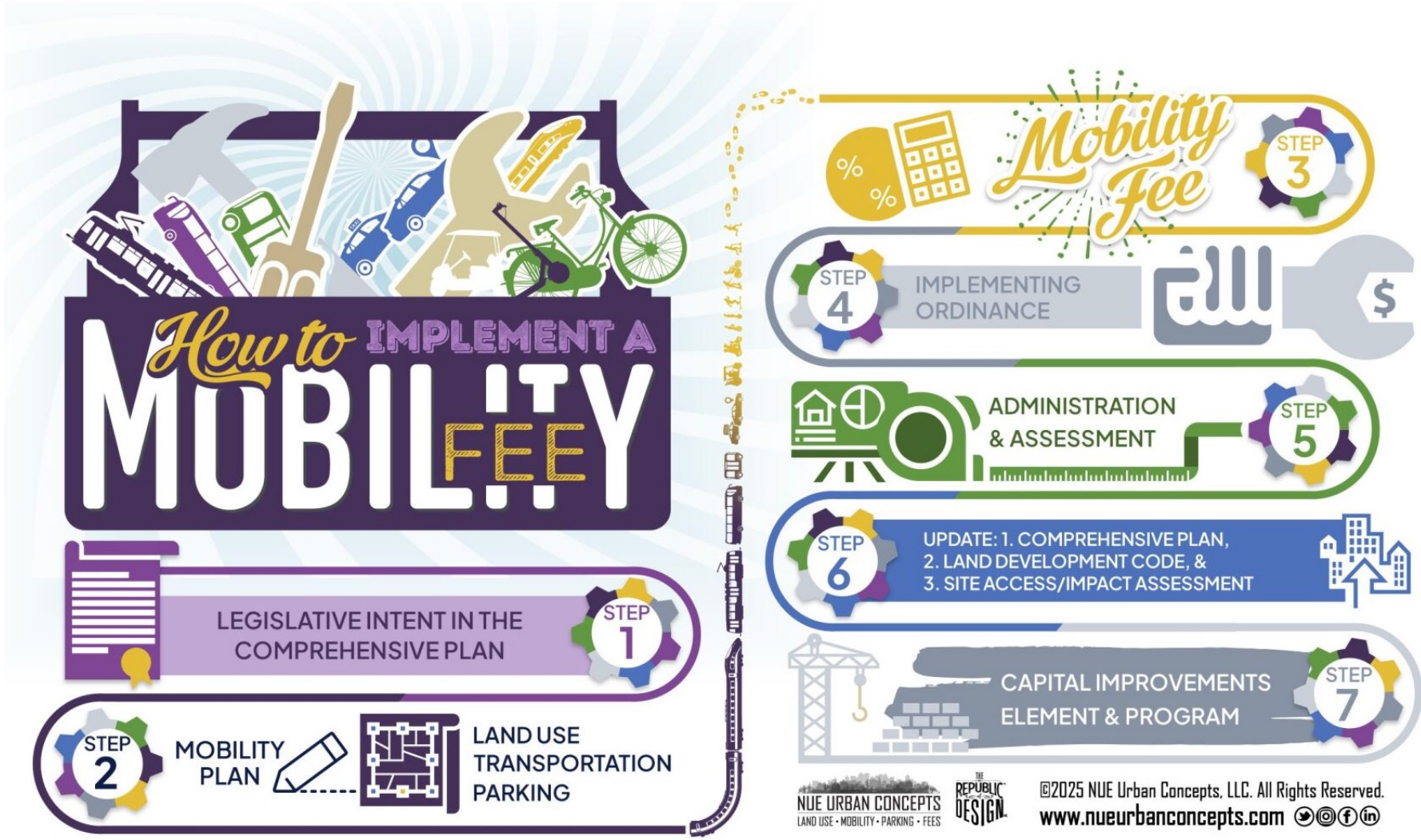
- **Mobility Fee must be based on Mobility Plan projects.**
- **Negotiate interlocal agreement with County based on Mobility Plan projects.**

WHAT IS A MOBILITY FEE?

- Intended to replace the County Mobility Fee
- One-time fee paid by (re)development
- Intended to mitigate transportation impact
- Funding source for Mobility Projects
- Funds variety of Multimodal Infrastructure
- Funds policies, programs and services



HOW TO IMPLEMENT A MOBILITY FEE



VILLAGE OF PALM SPRINGS

MOBILITY FEE
TECHNICAL REPORT

JUNE 2025



MOBILITY COHORT

NUE URBAN CONCEPTS
LAND USE • MOBILITY • PARKING • FEES

futureplan

DDEC

THE REPUBLIC OF DESIGN

VILLAGE OF PALM SPRINGS FLORIDA

DEVELOPMENT OF A MOBILITY PLAN & FEE

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1 REVIEW ADOPTED PLANS
Comprehensive Plan, Long Range Transportation Plan, Special Plans, & Studies

2 ESTABLISH STUDY AREA
Identify Limits of Study Area & Roads to Evaluate

3 UNDERTAKE DATA COLLECTION
Existing Traffic Characteristics, Infrastructure, & Mobility Services

4 PROJECT FUTURE GROWTH
Existing & Future Demographics, Vehicle Miles of Travel & Person Miles of Travel
(Legal Test: The first component of the dual rational nexus test is to demonstrate need)

5 IDENTIFY MOBILITY PROJECTS
Improvements, Programs & Services such as: Sidewalks, multi-use trails, cycle tracks, traffic calming, pedestrian safety and intersection improvements, multimodal crossings, pedestrian bridges, raised intersections, roundabouts,wider roads, and microtransit

6 PREPARE MOBILITY PROJECT COST
Planning Level Cost Estimates

7 DEVELOP MOBILITY PLAN
Mobility Projects, Planning Level Cost, & Person Miles of Capacity
(Florida Statute Requirement: Mobility Fees required to be based on a Mobility Plan)

8 EVALUATE EXISTING CONDITIONS
Calculate Vehicle Miles of Travel & Capacity
(Legal Test: Demonstrate growth is not paying for existing backlog / deficiency)

9 IDENTIFY FUNDING
Existing, Programmed & Reasonably Anticipated Funding Sources

10 CONDUCT NEW GROWTH EVALUATION
Mobility Plan Cost Attributable to New Growth
(Legal Test: Demonstrate new growth is not paying more than its attributable share of mobility plan project cost)

11 CALCULATE PERSON MILES OF CAPACITY RATE
PMC Rate Attributable to New Growth
(Legal Test: Demonstrate that the cost of mobilty projects is attributable and assignable to new growth)

12 ESTABLISH MOBILITY FEE SCHEDULE OF USES
Palm Springs Specific Schedule of Uses

13 ESTABLISH ASSESSMENT AREA
Defined Area for Mobility Fee Assessment

14 CALCULATE PERSON TRAVEL DEMAND
Trip Generation, % New Trips, Vehicle Trip Length, Limited Access, Origin/Destination, and Person Miles of Travel Factors
(Legal Test: Demonstrate that the fee is roughly proportional to the impact of new growth)

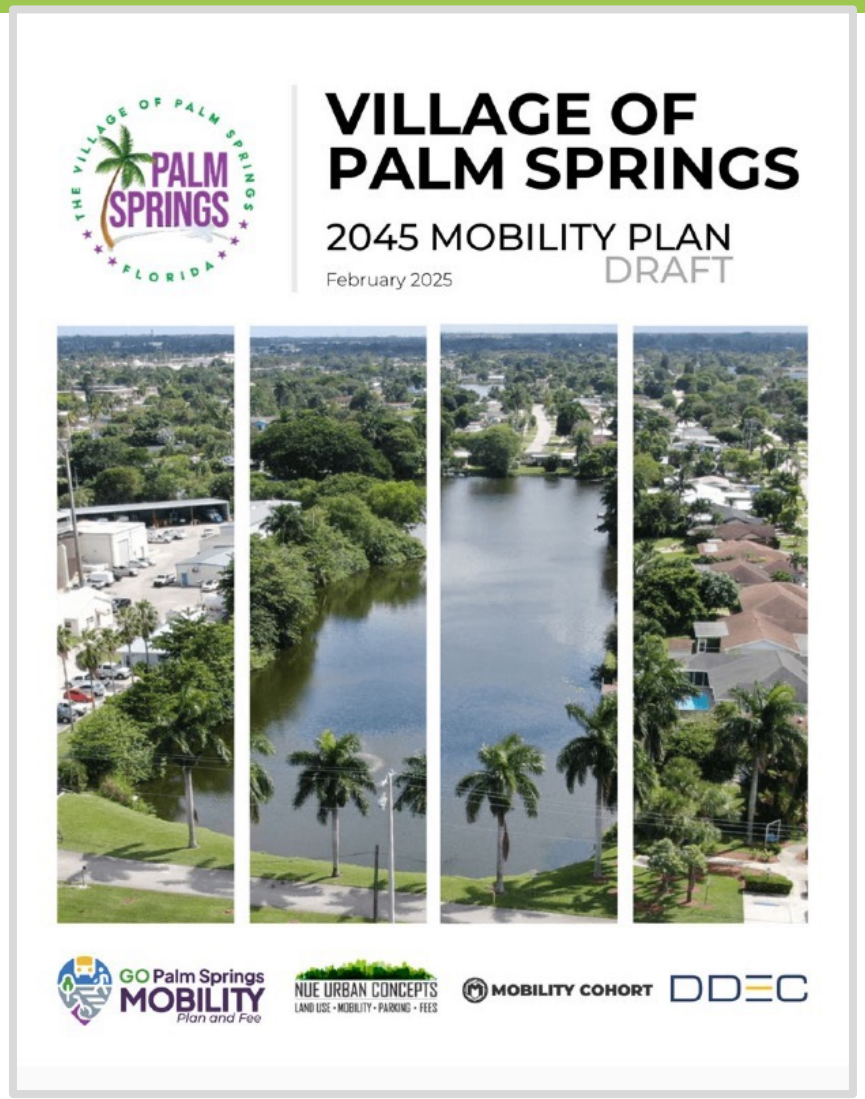
15 CALCULATE MOBILITY FEE PER USE
Mobility Fee per Specific Use

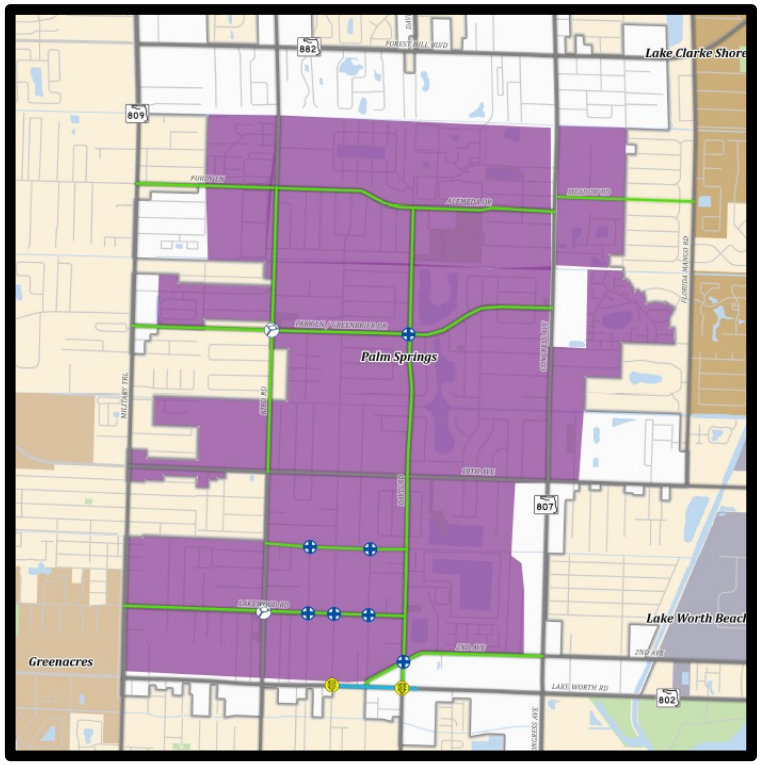
16 ESTABLISH BENEFIT DISTRICT
Defined Area for Mobility Fee Expenditure
(Legal Test: The second component of the dual rational nexus test is to demonstrate benefit)

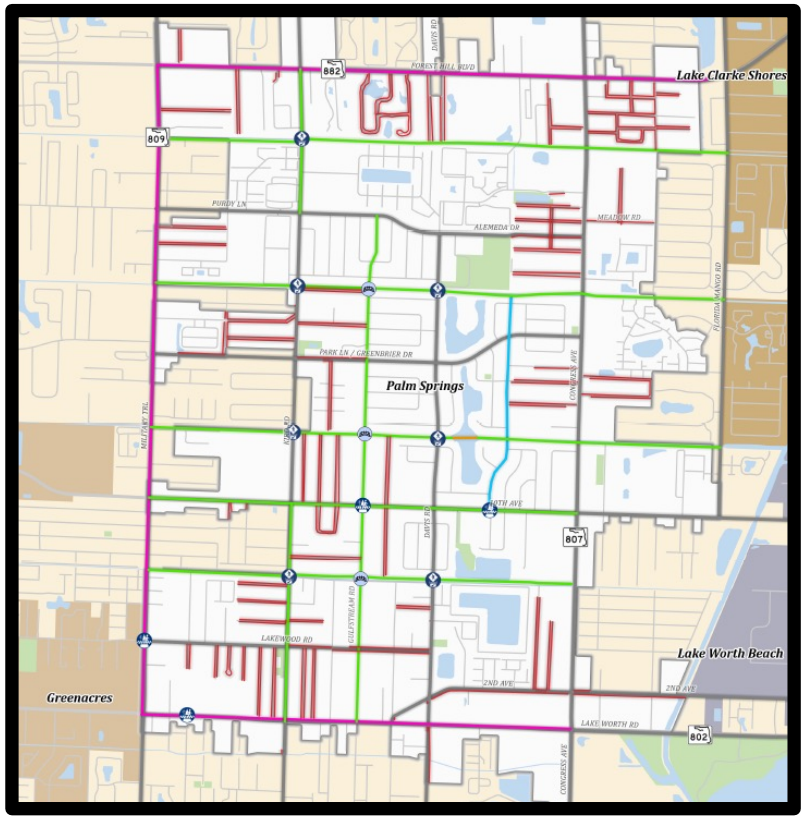
17 DEVELOP TECHNICAL REPORT
Document Data Sources and Methodology
(Demonstrate that the Mobility Plan & calculated Mobility Fee meet legal and statutory requirements

18 DEVELOP IMPLEMENTING ORDINANCE
Establish Findings, Specify Assessments, Exemptions, Credits, Off-Sets, Independent & Special Studies, Collection, Expenditure, Refunds, Annual Reporting, & Updates
(Demonstrate legal & statutory compliance)

2045 MOBILITY PLAN – BASIS FOR MOBILITY FEE







MOBILITY FEE CALCULATIONS

Person Miles of Capacity rate (PMCr)

∑ PLC = (∑ RPc + ∑ MPc + ∑ MPPc)

∑ AF = (∑ RPf + ∑ MPf + ∑ MPPf + ∑ OSf)

PLCa = (∑ PLC - ∑ AF)

MPCa = ((PLCa x ECEf) x NGEf)

PMCr = (MPCa / PMCi)

Where:

PLC = Planning Level Cost (Table 6)

AF = Anticipated Funding (Table 7)

c = Cost

f = Funding

RP = Roadway Plan (Appendix G)

MP = Multimodal Plan (Appendix H)

MPP = Mobility Programs Plan (Appendix I)

OS = Other Sources (Table 7)

PLCa = Attributable Cost of Mobility Plan Projects (Table 9)

ECEf = Existing Conditions Evaluation factor of 1.00 (Table 5)

NGEf = New Growth Evaluation factor of 0.99 (Table 8)

MPCa = Assignable Cost of Mobility Plan Projects (Table 9)

PMCi = Person Miles of Capacity increase (Table 6)

PMCr = Person Miles of Capacity Rate (Table 9)

Prepared by NUE Urban Concepts, LLC

Person Miles of Travel increase (PMTi)

∑ VMTtp = (∑ VTtp x VTLtp)

∑ PMTtp = (∑ PTtp x PTLtp)

PMTf = (∑ of PMTtp / ∑ of VMTtp)

VMTi = (2045 VMT - 2025 VMT)

PMTi = (VMTi x PMTf)

Where:

∑ VTtp = Sum of Vehicle Trips by trip purpose (Appendix E)

∑ PTtp = Sum of Person Trips by trip purpose (Appendix E)

VTLtp = Average Vehicle Trip Length by trip purpose (Appendix E)

PTLtp = Average Person Trip Length by trip purpose (Appendix E)

VMT = Vehicle Miles of Travel

PMT = Person Miles of Travel

∑ VMTtp = Sum of Vehicle Miles of Travel by trip purpose (Appendix E)

∑ PMTtp = Sum of Person Miles of Travel by trip purpose (Appendix E)

PMTf = Person Miles of Travel factor of 1.54 (Appendix E)

VMTi = Vehicle Miles of Travel Increase (Table 2)

PMTi = Person Miles of Travel increase (Table 3)

Prepared by NUE Urban Concepts, LLC

PERSON TRAVEL DEMAND PER USE (PTDu)

Person Travel Demand per use (PTDu)

VMTu = ((((TG x % NEW) x VTl) x LAEf) x ODf)

PTDu = (VMTu x PMTfu)

Where:

VMTu = Vehicle Miles of Travel per use (Appendix K)

TG = Trip Generation (Appendix J)

%NEW = Percent of Trips that are Primary Trips (Appendix K)

VTl = Vehicle Trip Length by Trip Purpose (Appendix K)

LAEf = Limited Access Evaluation factor of 0.754 (Table 10)

ODf = Origin and Destination Factor of 0.50 (Appendix K)

PTDu = Person Travel Demand per use (Appendix K)

PMTfu = Person Miles Travel factor per use (Appendix K)

Prepared by NUE Urban Concepts, LLC

Trip Generation (TG): 5.62

% New Trips (%NT): 1.00

Vehicle Trip Length (VTl): 3.86

Limited Access Adjustment factor (LAEF): 0.754

Origin & Destination Factor (ODf): 0.50

Vehicle Miles of Travel (VMT): 8.18

Person Miles of Travel factor (PMTF): 1.61

Person Travel Demand (PTD): 13.17

((((TG x % NT) x VTl) x LAEf) x ODf) = VMT; (VMT x PMTf) = PTDu

((((5.62 x 1.00) x 3.86) x 0.754) x 0.50) = 8.18; (8.18 x 1.61) = 13.17

MOBILITY FEE SCHEDULE

Mobility Fee per use (MFu)

MFu = (PTDu x PMCr)

MFau = (MFu x UMu)

Where:

MFu = Mobility Fee per use (Appendix N)

PTDu = Person Travel Demand per use (Appendix K)

PMCr = Person Miles of Capacity Rate (Table 9)

MFau = Mobility Fee assessed per use

UMu = Unit of Measure per Use (Appendix N)

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Mobility Fee Schedule

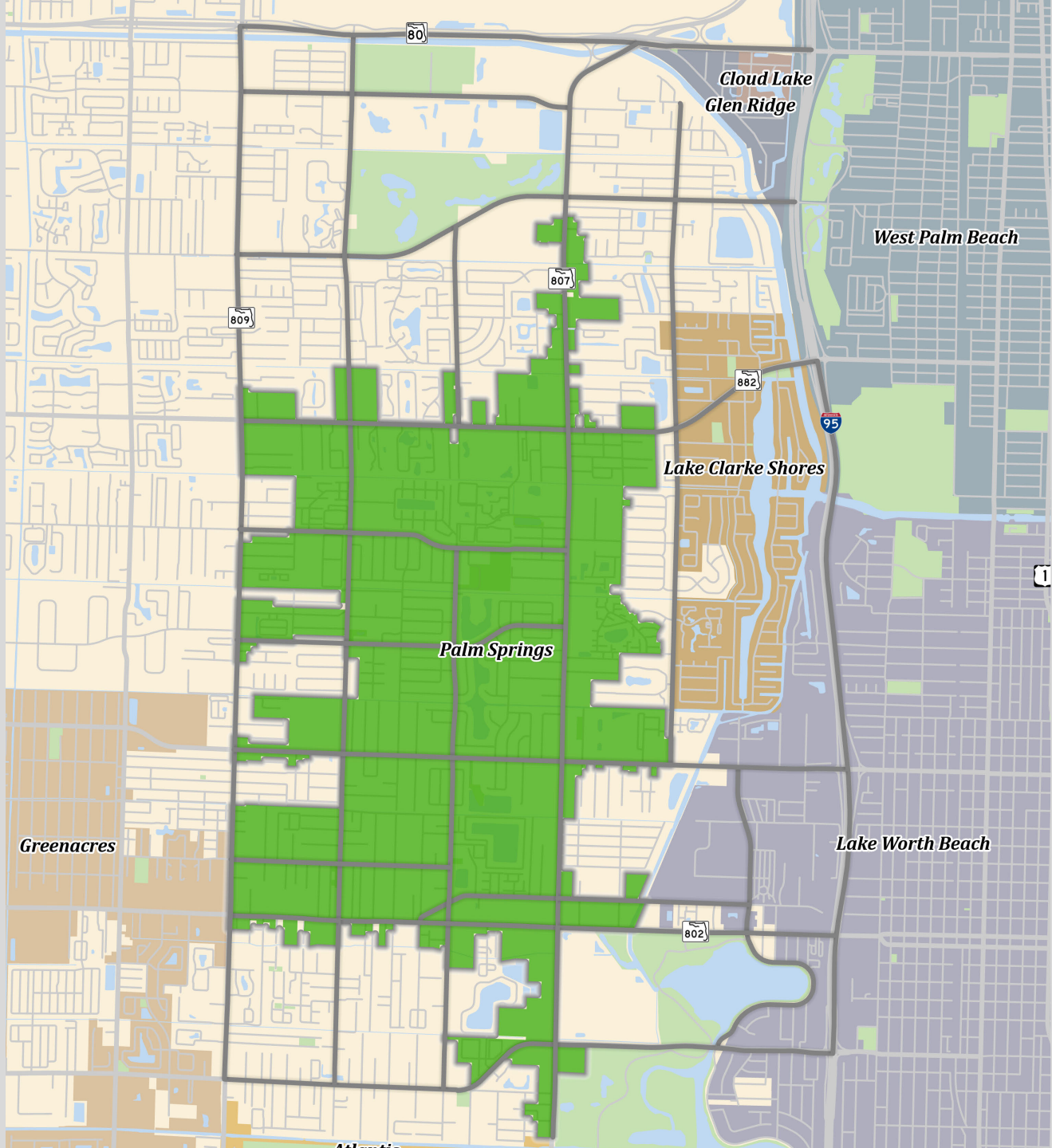
(for reference only: details to follow)

VILLAGE OF PALM SPRINGS MOBILITY FEE		
LAND USE CATEGORIES (DARK GREY), USE CLASSIFICATIONS, & REPRESENTATIVE USES (IN PARENTHESES)	UNIT OF MEASURE (UOM)	2025 MOBILITY FEE
Residential Uses		
Residential Dwelling (attached, detached, duplex, group, row, multiple-family, single-family)	per 1,000 Sq. Ft.	$4,437
Institutional Uses		
Community Serving (Center, Club, Clubhouse, Lodge, Museum, Performance Venues, Place of Assembly or Worship)	per 1,000 Sq. Ft.	$2,450
Long Term Care (Adult Day Care, Assisted Living, Continuum of Care Facility, Group Care, Nursing Home)	per 1,000 Sq. Ft.	$3,472
Private Education (Afterschool, Child Care or Day Care, K-12, Pre-K, Trade School, Tutor)	per 1,000 Sq. Ft.	$4,573
Commercial Recreation Facility Uses		
Outdoor Recreation (Courts, Fields, Fitness, Golf, Multi-Purpose, Sports)	per Acre	$23,029
Indoor Recreation (Fitness, Gym, Health, Indoor Amusement, Entertainment or Sports, Kids Activities or Fitness)	per 1,000 Sq. Ft.	$14,610
Industrial Uses		
Industrial (Heavy, Flex-Unit, Light, Micro-brewery, Self or Outdoor Storage, Utilities)	per 1,000 Sq. Ft.	$2,408
Office Uses		
Business (Business, Profession and Occupation, Business or Professional Service, Higher Education, Hospital)	per 1,000 Sq. Ft.	$6,045
Medical or Dental (Clinic, Dental, Health Service, Laboratory, Emergency Care, Rehab, Veterinary)	per 1,000 Sq. Ft.	$14,089
Retail Sales and Service Uses		
Retail (Discount, Large Scale, Nursery, Personal Services, Sales & Services, Superstore, Variety, Vehicle Sales)	per 1,000 Sq. Ft.	$9,134
High Impact Retail (Drinking Establishment, Financial Service, Full Service Restaurant, Grocery, Package Liquor, Pharmacy)	per 1,000 Sq. Ft.	$19,884
Convenience Retail (Convenience Store, Gas or Service Station)	per 1,000 Sq. Ft.	$37,851
Quick Service Restaurant (Carry Out, Delivery Oriented, Drive-In, Fast Casual, Fast Food)	per 1,000 Sq. Ft.	$49,438
Non-Residential Additive Uses (All uses are additive except mobile residence and overnight lodging)		
Automotive Repair Establishment (Major or Minor Repair, Tires)	per Bay or Stall	$7,733
Commercial Use Drive-Thru (Convenience, Dry Cleaner, High Impact Retail, Retail)	per Lane	$23,424
Financial Service Drive-Thru Lane or Free-Standing ATM (Banks, Credit Unions, Other Financial)	per Lane / ATM	$23,836
Overnight Lodging (B&B, Hotel, Motel, Short Term Vacation Rental)	per Room	$4,213
Quick Service Restaurant Drive Thru	per Lane	$53,077
Mobile Residence (Mobile Home (MH), Recreational Vehicle (RV), Travel Trailer (TT), MH, RV, and / or TT Park)	per Space / Lot	$3,529
Vehicle Charging or Fueling (Commercial Facility which requires Membership or Payment)	per Charging or Fueling Position	$16,196
Vehicle Cleaning (Automated, Carwash, Detailing, Self-Service, Wash, Wax)	per Lane or Stall plus per five (5) Stations	$27,919
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ASSESSMENT AREA



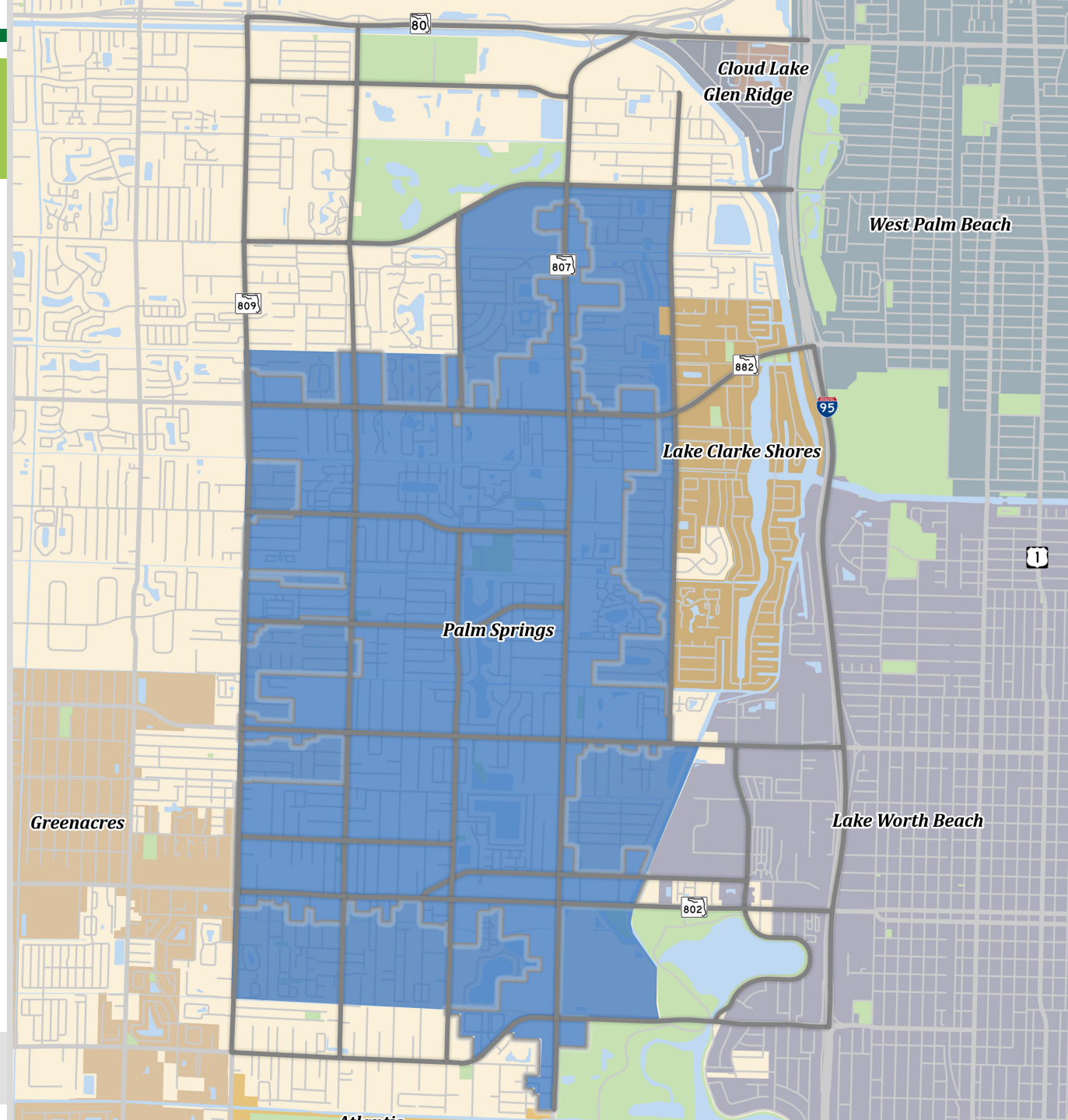
VILLAGE OF PALM SPRINGS



BENEFIT DISTRICT



VILLAGE OF PALM SPRINGS



MOBILITY FEE SCHEDULE - RESIDENTIAL

RESIDENTIAL USES	UNIT OF MEASURE	2025 PALM SPRINGS MOBILITY FEE	EXISTING COUNTY ROAD IMPACT FEE	VILLAGE FEE vs. COUNTY FEE
Residential Dwelling (attached, detached, duplex, group, row, multiple-family, single-family)	per 1,000 Sq. Ft.	$3,659	$5,597.40	-34.6%
Single Family Detached **Example** (1,500 sq. ft.)	per 1,000 Sq. Ft.	$5,489	$5,597.40	-1.9%
Mult-Family Residential Apartment **Example** (900 sq. ft.)	per 1,000 Sq. Ft.	$3,293	$3,537.80	-6.9%

MOBILITY FEE SCHEDULE - INSTITUTIONAL

INSTITUTIONAL USES	UNIT OF MEASURE	2025 PALM SPRINGS MOBILITY FEE	EXISTING COUNTY ROAD IMPACT FEE	VILLAGE FEE vs. COUNTY FEE
Community Serving (Center, Club, Clubhouse, Lodge, Museum, Performance Venues, Place of Assembly or Worship)	**per 1,000 Sq. Ft.**	**$2,598**	**$2,673.60**	**-2.8%**
Long Term Care (Adult Day Care, Assisted Living, Continuum of Care Facility, Group Care, Nursing Home)	**per 1,000 Sq. Ft.** Per Bed (PBC)	**$2,863**	**$677.02**	***322.9%***
Assisted Living Facility - EXAMPLE Example (County conversion to per 1,000 sq. ft. based on 4 beds per 1,000 sq. ft.)	**per 1,000 Sq. Ft.**	***$3,771***	**$2,708.08**	***11.4%***
Private Education (Afterschool, Child Care or Day Care, K-12, Pre-K, Trade School, Tutor)	**per 1,000 Sq. Ft.** Per Student (PBC)	**$3,771**	**$530.10**	***611.4%***
Private Education - EXAMPLE Example (County conversion to per 1,000 sq. ft. based on 7 students per 1,000 sq. ft.)	**per 1,000 Sq. Ft.**	***$3,771***	**$3,710.70**	***1.6%***

MOBILITY FEE SCHEDULE - COMMERCIAL

COMMERCIAL RECREATION FACILITY USES	UNIT OF MEASURE	2025 PALM SPRINGS MOBILITY FEE	EXISTING COUNTY ROAD IMPACT FEE	VILLAGE FEE vs. COUNTY FEE
Outdoor Recreation (Courts, Fields, Fitness, Golf, Multi-Purpose, Sports)	per Acre	$18,992	$12,196.40	55.7%
Outdoor Recreation Example (County conversion to acres based on 2 courts per acre)	per Acre per Court (PBC)	*$18,992*	$24,392.80	-22.1%
Indoor Recreation (Fitness, Gym, Health, Indoor Amusement, Entertainment or Sports, Kids Activities or Fitness)	per 1,000 Sq. Ft.	$13,770	$14,425.75	-4.5%

MOBILITY FEE SCHEDULE - INDUSTRIAL

INDUSTRIAL USES	UNIT OF MEASURE	2025 PALM SPRINGS MOBILITY FEE	EXISTING COUNTY ROAD IMPACT FEE	VILLAGE FEE vs. COUNTY FEE
Industrial (Heavy, Flex-Unit, Light, Micro-brewery, Self or Outdoor Storage, Utilities)	**per 1,000 Sq. Ft.**	**$1,986**	**$1,987.75**	***-0.1%***

MOBILITY FEE SCHEDULE - OFFICE

OFFICE USES	UNIT OF MEASURE	2025 PALM SPRINGS MOBILITY FEE	EXISTING COUNTY ROAD IMPACT FEE	VILLAGE FEE vs. COUNTY FEE
Business (Business, Profession and Occupation, Business or Professional Service, Higher Education, Hospital)	per 1,000 Sq. Ft.	$4,362	$4,464.26	-2.3%
Medical or Dental (Clinic, Dental, Health Service, Laboratory, Emergency Care, Rehab, Veterinary)	per 1,000 Sq. Ft.	$9,960	$10,308.45	-3.4%

MOBILITY FEE SCHEDULE - RETAIL

RETAIL SALES AND SERVICE USES	UNIT OF MEASURE	2025 PALM SPRINGS MOBILITY FEE	EXISTING COUNTY ROAD IMPACT FEE	VILLAGE FEE vs. COUNTY FEE
Retail (Discount, Large Scale, Nursery, Personal Services, Sales & Services, Superstore, Variety, Vehicle Sales)	per 1,000 Sq. Ft.	$7,533	$7,906.85	-4.7%
High Impact Retail (Drinking Establishment, Financial Service, Full Service Restaurant, Grocery, Package Liquor, Pharmacy)	per 1,000 Sq. Ft.	$13,666	$14,836.87	-7.9%
Convenience Retail Convenience Store, Gas or Service Station)	per 1,000 Sq. Ft.	$43,449	$48,334.10	-10.1%
Quick Service Restaurant (Carry Out, Delivery Oriented, Drive-In, Fast Casual, Fast Food)	per 1,000 Sq. Ft.	$40,773	$40,105.46	1.7%

MOBILITY FEE SCHEDULE – NON-RESIDENTIAL

NON-RESIDENTIAL USES	UNIT OF MEASURE	2025 PALM SPRINGS MOBILITY FEE	EXISTING COUNTY ROAD IMPACT FEE	VILLAGE FEE vs. COUNTY FEE
Automotive Repair Establishment (Major or Minor Repair, Tires)	per Bay or Stall	$6,378	$6,340.97	0.6%
Commercial Use Drive-Thru (Convenience, Dry Cleaner, High Impact Retail, Retail)	per Lane	$16,099	--	
Financial Service Drive-Thru Lane or Free-Standing ATM (Banks, Credit Unions, Other Financial)	per Lane / ATM	$19,658	--	
Overnight Lodging (B&B, Hotel, Motel, Short Term Vacation Rental)	per Room	$3,040	$2,329.67	30.5%

MOBILITY FEE SCHEDULE – NON-RESIDENTIAL

NON-RESIDENTIAL USES	UNIT OF MEASURE	2025 PALM SPRINGS MOBILITY FEE	EXISTING COUNTY ROAD IMPACT FEE	VILLAGE FEE vs. COUNTY FEE
Quick Service Restaurant Drive Thru	per Lane	$43,774	--	
Mobile Residence Mobile Home (MH), Recreational Vehicle (RV), Travel Trailer (TT), MH, RV, and / or TT Park)	per Space / Lot	$2,037	$1,970.30	*3.4%*
Vehicle Charging or Fueling (Commercial Facility which requires Membership or Payment)	per Charging or Fueling Position	$9,736	$7,954.35	*22.4%*
Vehicle Cleaning (Automated, Carwash, Detailing, Self-Service, Wash, Wax)	per Lane or Stall plus per five (5) Stations	$15,351	$6,913.15	*122.1%*

NEXT STEPS

- Consider Comprehensive Plan Amendment (Adoption)
- 1st Reading of the Mobility Plan & Fee Ordinance (Provide Any Direction)
- 2nd Reading of the Ordinance (Adoption) – Schedule for July 10
- Best efforts to negotiate an Interlocal Agreement with the County

(Interlocal will be ongoing effort with County)

COMMENTS & QUESTIONS

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